

# **State of Delaware**

**2010 Model Year or Later, Trucks & Vans**

**Request for Proposal  
Contract No. GSS09560TRUCKS/VANS**

*October 23, 2009*

**- *Deadline to Respond* -  
*November 17, 2009*  
*1:00 PM EDT***

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

October 23, 2009

**CONTRACT NO. GSS09560TRUCKS/VANS**

**ALL OFFERORS:**

The enclosed packet contains a "REQUEST FOR PROPOSAL" for 2010 Model Year or Later, Trucks & Vans. The proposal consists of the following documents:

**REQUEST FOR PROPOSAL - CONTRACT NO. GSS09560TRUCKS/VANS**

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 SPECIAL PROVISIONS, REQUEST FOR PROPOSAL, AND SCOPE OF WORK
- 3 PROPOSAL REPLY SECTION
  - A - NO PROPOSAL REPLY FORM
  - B - NON-COLLUSION STATEMENT AND ACCEPTANCE
  - C - PROPOSAL SUMMARY
  - D - OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE (OMWBE) APPLICATION

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number by November 13, 2009 1:00 PM EDT to be considered.

**Proposals shall be submitted to:**

**State of Delaware  
Government Support Services  
Contracting Section  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202**

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal. Should you need additional information, please call Hollylynn Ford at 302-857-4559.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**GOVERNMENT SUPPORT SERVICES**

DEFINITIONS  
AND  
GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each invitation to bid. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

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Government Support Services

**DEFINITIONS**

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

**STATE**: The State of Delaware

**AGENCY**: State Agency as noted on cover sheet.

**DESIGNATED OFFICIAL**: The agent authorized to act for the Agency.

**BID INVITATION**: The "bid invitation" or "invitation to bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

**GENERAL PROVISIONS**: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

**SPECIAL PROVISIONS**: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

**BIDDER OR VENDOR**: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

**PROPOSAL**: The offer of the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

**SURETY**: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for its acceptable performance of the work for which it has contracted.

**BIDDER'S DEPOSIT**: The security designated in the proposal to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to the bidder.

**CONTRACT**: The written agreement covering the furnishing and delivery of material or work to be performed.

**CONTRACTOR**: Any individual, firm, or corporation with whom a contract is made by the Agency.

**CONTRACT BOND**: The approved form of security furnished by the contractors and its surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

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**SECTION A - GENERAL PROVISIONS**

1. **BID INVITATION:**

See "Definitions".

2. **PROPOSAL FORMS:**

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting its bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.

3. **INTERPRETATION OF ESTIMATES:**

- a. The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. **SILENCE OF SPECIFICATIONS:**

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

5. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS:**

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

6. **PREPARATION OF PROPOSAL:**

- a. The bidder's proposal shall be written in ink or typewritten on the form provided.
- b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

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Government Support Services

7. **PRICES QUOTED:**

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract.

8. **DISCOUNT:**

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

9. **SAMPLES OR BROCHURES:**

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

10. **PROPOSAL GUARANTY; BID BOND:**

- a. Each bidder shall submit with its proposal a guaranty in sum equal to at least 10% of the total value of its bid, according to Delaware Code Title 29, Section 6927(a).
- b. This bid bond shall be submitted in the form of good and sufficient bond drawn upon an insurance or bonding company authorized to do business in the State of Delaware, to the State of Delaware for the benefit of the Agency, or a certified check drawn on a reputable banking institution and made payable to the Agency in the requirement amount. If Agency bond form is not utilized, the substituted bond forms must conform to the minimum of conditions specified in the Agency bond form.

11. **DELIVERY OF PROPOSALS:**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All bids must clearly display the bid number on the envelope.

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET  
GOVERNMENT SUPPORT SERVICES  
100 ENTERPRISE PLACE, SUITE 4  
DOVER, DE 19904-8202

All proposals will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

12. **WITHDRAWAL OF PROPOSALS:**

A bidder may withdraw its proposal unopened after it has been deposited, if such a request is made prior

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to the time set for the opening of the proposal.

**13. PUBLIC OPENING OF PROPOSALS:**

The bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present.

**14. PUBLIC INSPECTION OF PROPOSALS:**

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

**15. DISQUALIFICATION OF BIDDERS:**

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- f. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

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**SECTION B - AWARD AND EXECUTION OF CONTRACT**

1. **CONSIDERATION OF BIDS:**

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. **MATERIAL GUARANTY:**

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. **CONTRACT AWARD:**

**REF: Title 29, Chapter 6924(j) Delaware Code.** The contract shall be awarded within 90 days of the closing date and time advertised in the request for proposals. The agency shall award a contract to the offeror whose proposal is determined in writing to be most advantageous to the State, based on the factors set forth in the request for proposals. The determination shall explain the basis of award.

4. **EXECUTION OF CONTRACT:**

- a. The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.
- b. If the successful bidder fails to execute the required contract and bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, its proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder of the work or re-advertised, as the Agency may decide.

5. **REQUIREMENT OF CONTRACT BOND:**

- a. Successful bidders shall furnish bond, simultaneously with the execution of the formal contract, to the State of Delaware for the benefit of the Agency with surety in the amount of 100% of the total contract award or as otherwise provided in the Special Provisions. Said bonds shall be conditioned upon the faithful performance of the contract.
- b. The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.

6. **WARRANTY:**

The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

7. **THE CONTRACT(S):**

The contract(s) with the successful bidder(s) will be executed with the Office of Management and Budget,



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services  
Government Support Services, acting for all participating agencies.

**8. RETURN OF BIDDER'S DEPOSIT:**

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

**9. INFORMATION REQUIREMENT:**

The successful bidder's shall be required to advise the Office of Management and Budget, Government Support Services of the gross amount of purchases made as a result of the contract.

**10. CONTRACT EXTENSION:**

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

**11. TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

**12. TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

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**SECTION C - GENERAL**

1. **AUTHORITY OF AGENCY:**

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

2. **LAWS TO BE OBSERVED:**

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself or by its employees.

3. **PERMITS AND LICENSES:**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at its own expense.

4. **PATENTED DEVICES, MATERIAL AND PROCESSES:**

- a. The contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

5. **EMERGENCY TERMINATION OF CONTRACT:**

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

6. **TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.

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Government Support Services

- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take its exemption into account in calculating its bid for its work.

7. **OR EQUAL (PRODUCTS BY NAME):**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

8. **INVOICING:**

After the awards are made, the agencies participating in the bid may forward their purchase orders to the successful bidder(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

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**SECTION D - EQUAL OPPORTUNITY**

**1. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:**

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

Revised 07012009

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Office of Management and Budget  
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REQUEST FOR PROPOSAL  
CONTRACT NO.: GSS09560TRUCKS/VANS  
2010 Model Year or Later, Trucks & Vans  
SPECIAL PROVISIONS

1. **COMPETITIVE SEALED PROPOSAL:**

It has been determined by the Director, Office of Management and Budget, pursuant to **Delaware Code Title 29, Chapter 6924 (a)** that this solicitation be offered as a request for competitive sealed proposals because the use of competitive sealed bidding is not in the best interest of the State. The use of competitive sealed proposals is necessary to:

- Conduct Oral or written discussions with offerors concerning technical and price aspects of their proposals;
- Afford offerors an opportunity to revise their proposals;
- Compare the different price, quality and contractual factors of the proposals submitted.

2. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the 2010 Model Year or Later, Trucks & Vans requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

3. **MANDATORY USE CONTRACT:**

- **REF: Title 29, § 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.
- **REF: Title 29, § 6906(a) Delaware Code.** All passenger vehicles, including sedans, station wagons, passenger and utility vans, off-road vehicles, police-type cars and station wagons and trucks rated 10,000 GVW or less purchased for State use by any agency/school district must be approved by the Director, Government Support Services, Office of Management and Budget and purchased by contracts administered by the Government Support Services. All other vehicles purchased for State use by any agency/school district must be purchased from contracts administered by the Government Support Services.

4. **CONTRACT PERIOD:**

Each contractor's contract shall be valid for a one (1) year period from the date of award through November 30, 2010. Each contract may be renewed for a one (1) year period through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

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5. **PRICES:**

Prices and/or rates shall remain firm for the term of the contract, unless further negotiations are deemed necessary by the State.

The pricing policy that you choose to submit must address the following concerns

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

6. **MOST-FAVORED CUSTOMER:**

The contractor shall not offer to others prices lower than those provided in the contract, or if lower prices are offered they must also apply to the subject contract.

7. **PRICE ADJUSTMENT:**

If agreement is reached to extend this contract for the second, optional year, the Division of Government Support Services shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

8. **SHIPPING TERMS:**

F.O.B. destination; freight prepaid.

9. **QUANTITIES:**

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of bids. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract.

10. **FUNDING OUT:**

The continuation of this contract is contingent upon funding appropriated by the legislature.

11. **BID BOND REQUIREMENT:**

- A. Bid Bond Waived.

12. **PERFORMANCE BOND REQUIREMENT:**

- A. Performance Bond Waived

13. **MANDATORY INSURANCE REQUIREMENTS:**

Certificate of Insurance and/or copies of insurance policies for the following:

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Office of Management and Budget  
Government Support Services

1. As a part of the contract requirements, the contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors shall carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.
  - a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
  - and
  - b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
  - or
  - c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.
  - or
  - d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
2. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
3. Forty-five (45) day's written notice of cancellation or material change of any policies shall be required.
4. Before any work is done hereunder, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**Administrator, Government Support Services  
Contract No. Insert Contract Number  
State of Delaware  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202**

**Note: The State of Delaware shall not be named as an additional insured.**

**13. STATE OF DELAWARE BUSINESS LICENSE:**

Prior to receiving an award, the successful contractor shall either furnish Government Support Services with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899-8750 or by telephone to one of the following numbers: (302) 577-8200 -- Public Service, (302) 577-8205 -- Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to

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Government Support Services

comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

14. **HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

15. **OWNERSHIP OF INTELLECTUAL PROPERTY:**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the State of Delaware. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the State to evidence the State's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

16. **NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

17. **FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

18. **CONTRACTOR NON-ENTITLEMENT:**

State of Delaware Contractors for Materiel and for Services shall not have legal entitlement to, nor seek business from another Contractors' Central Contract. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract as they are not a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code.

19. **EXCEPTIONS:**

Offerors may elect to take minor exception to the terms and conditions of this RFP. Government Support Services will evaluate each exception according to the intent of the terms and conditions contained herein, but Government Support Services shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of offerors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening.



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20. **MANDATORY USAGE REPORT:**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested bidders.

A report shall be furnished by the successful contractor **MONTHLY Electronically in Excel format** detailing the purchasing of all items on this contract. The format to be followed is described herein and shall be filed within fifteen (15) days after the end of each reporting period. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, contractors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals. Vendors not having activity during a specific month, shall reply with a "no activity" if there is no activity during the reporting period.

**The report shall be submitted electronically in EXCEL and sent as an attachment to insert email. It shall contain the six-digit department and organization code.**

21. **BUSINESS REFERENCES:**

Offeror must supply three (3) business references consisting of current or previous customers of similar scope and value with your reply. Include name, address, telephone number, fax number, e-mail address, and a verified current contact person.

22. **ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

23. **BILLING:**

**The contractor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.**

24. **PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services  
Format of Report

State of Delaware  
Monthly Usage Report

| STATE OF DELAWARE              |                            |                  |                  |                      |          |           |                    |
|--------------------------------|----------------------------|------------------|------------------|----------------------|----------|-----------|--------------------|
| MONTHLY USAGE REPORT           |                            |                  |                  |                      |          |           |                    |
| Contract Name:                 |                            | Contract Number: |                  |                      |          |           | Report Start Date: |
| Supplier Name:                 |                            |                  |                  |                      |          |           | Report End Date:   |
| Contact Phone:                 |                            |                  |                  |                      |          |           | Today's Date:      |
| Agency Name or School District | Division or Name of School | Budget Code      | Item Description | Contract Item Number | Quantity | Cost Each | Total Cost         |
|                                |                            |                  |                  |                      |          |           |                    |
|                                |                            |                  |                  |                      |          |           |                    |
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**Note:** A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor.

The report shall be submitted electronically in **EXCEL** and sent as an attachment to [hollylynn.ford@state.de.us](mailto:hollylynn.ford@state.de.us). It shall contain the six-digit department and organization code for each agency and school district.

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25. **PRODUCT SUBSTITUTION:**

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by Government Support Services to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

26. **DOCUMENT(S) EXECUTION:**

Both the non-collusion statement that is enclosed with this Request for Proposal and the contract form delivered to the successful contractor for signature shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Government Support Services. The awarded vendor(s) will be required to complete the new W-9 Form by visiting the Division of Accounting's Website: <http://accounting.delaware.gov>.

27. **FORMAL CONTRACT AND/OR PURCHASE ORDER:**

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, fax or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

28. **SCHEDULE FOR PERFORMANCE OF WORK:**

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Contractor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

29. **TIME OF PERFORMANCE:**

The services of the Contractor are to commence after receipt of a purchase order, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event all of the services required hereunder shall be completed no later than the time periods set out in any schedule contained in the project Scope of Work. Any such schedule shall be maintained by the Contractor unless amended, in writing, by both parties.

30. **CONTRACTOR RESPONSIBILITY:**

The State will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this RFP. Subcontractors, if any, shall be clearly identified in the financial proposal.

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31. **ENERGY STAR PRODUCTS:**

The contractor **must** provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency, if applicable. The offeror is encouraged to visit [www.energystar.gov](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.

32. **LIFE CYCLE COST ANALYSIS:**

If applicable, the specifications contained within this RFP have been developed through Life Cycle Cost Analysis that will allow the State to realize the lowest total cost of ownership and operation over the useful life of the equipment.

33. **PERSONNEL:**

- a. The Contractor represents that they have, or will secure at their own expense, all personnel required to perform the services required under this contract.
- b. All of the services required hereunder shall be performed by the Contractor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

34. **METHOD OF PAYMENT:**

- a. For each P.O. issued as part of this contract, the State will pay contractor monthly, within thirty (30) days of receipt of the Contractor's billing, the amount which is legitimately earned by the Contractor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Contractor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

- b. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.

35. **TERMINATION OF P.O.'s:**

- a. Termination for Cause If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.

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- b. Termination for Convenience The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.

36. **ELIGIBLE WORK ACTIVITIES:**

The following are activities that shall be reimbursable under this contract to the extent that they meet the requirements of this contract:

- a. Travel for purposes of depositions, settlement negotiations, and trial attendance, and, upon request, additional data collection, consultation with private, state, and federal personnel, collection, consultation with private, state, and federal personnel, inspection of facilities, and other purposes consistent with this contract. Eligible costs include reasonable charges for transportation by common carrier, mileage, tolls, lodging, meals, and other costs provided for by state law subject to the following conditions:
  - i. No travel outside the Continental United States shall be permitted without prior written approval of the department; and
  - ii. Receipts shall be provided for all travel-related costs for travel outside of Delaware as required by the State Division of Accounting.
- b. Procurement of reports or other printed materials and reproduction of materials; and
- c. Staff time involved in research, review, and in preparation of reports and comment letters, including the employment of temporary and/or part-time assistance, other than subcontracts for said purpose.

37. **CHANGES:**

Both parties may, from time to time, require changes in the services to be provided by the Contractor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Agency and the Contractor shall be incorporated in written amendments to the Purchase Order.

38. **INTEREST OF CONTRACTOR:**

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Contractor further covenants, that in the performance of this contract, no person having any such interest shall be employed.

39. **PUBLICATION, REPRODUCTION AND USE OF MATERIAL:**

No material produced in whole or part under this contract shall be subject to copyright in the United States

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or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the Contractor for anything other than their intended purpose under this Contract. The Contractor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

40. **RIGHTS AND OBLIGATIONS:**

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project.

41. **ASSIGNMENT OF ANTITRUST CLAIMS:**

As consideration for the award and execution of this contract by the State, the Contractor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State pursuant to this contract.

42. **COVENANT AGAINST CONTINGENT FEES:**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

43. **GRATUITIES:**

- a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and
- b. In the event this contract is terminated pursuant to subparagraph "a", the State shall be entitled (i) to pursue the same remedies against the Contractor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

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44. **AFFIRMATION:**

The Contractor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

45. **AUDIT ACCESS TO RECORDS:**

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Contractor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Contractor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of his/her duties under the Contract. Upon notice given to the Contractor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the State for disallowances shall be drawn from the contractor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

46. **TERMINATION OF CONTRACT:**

- a. **Termination for Cause** - If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.
- b. **Termination for Convenience** - The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

47. **REMEDIES:**

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Contractor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

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48. **AMENDMENTS:**

This contract may be amended, in writing, by mutual agreement of the parties.

49. **SUBCONTRACTS:**

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The contractor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The contractor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

50. **AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

51. **CONFIDENTIALITY:**

Specific attention should be given to the identification of those portions of your proposal which you deem to be confidential or proprietary information which should not be disclosed under the Delaware Public Information Act. Offerors are advised that upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information may be or must be divulged to the party.

52. **CONTRACT DOCUMENTS:**

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any offeror. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal



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- Purchase Order
- Special Instructions

53. **ASSIGNMENT:**

This contract shall not be assigned except by express written consent from the Director, Government Support Services, of the State of Delaware.

54. **VENDOR EMERGENCY RESPONSE POINT OF CONTACT:**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week to meet a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the current Delaware Emergency Operations Plan. Failure to provide this information could render the bid as non-responsive.

55. **BROCHURES:**

The bidder **MUST** furnish with each copy of his proposal the manufacturer's latest dated printed brochure for each vehicle bid, which must contain **complete** specifications to enable Government Support Services to compare and determine if the material offered complies with the intent of the attached specifications. Failure to provide these complete specifications may render the bid as non-responsive. See Appendix B.

56. **OPTIONAL ALTERNATIVE FUEL CAPABILITY:**

The State of Delaware is obligated to procure passenger vehicles that utilize alternative fuels, as defined by the federal Energy Policy Act. For model year 2009 this will constitute 75% of all new qualifying units. The State is "fuel neutral" and will consider O.E.M. offerings for any alternative fuel type that meets applicable federal guidelines. An alternative fuel vehicle, for the purposes of this contract, will be any bi-fuel or flex-fuel vehicle that can be operated on gasoline and another alternative fuel. Vehicles offered shall be warranted by the O.E.M. to meet all federal guidelines/laws and meet or exceed federal air quality standards (given the State properly maintains and services the vehicles) for a time period no less than the length of the manufacturer's powertrain warranty. Any alternative fuel system quoted must provide a tank or tanks which provide sufficient alternative fuel to allow the vehicle a travel range of no less than 125 miles.

57. **OPTIONAL TEMPORARY TAGS:**

When requested by individual agencies on their purchase order, each vehicle must be delivered with a minimum twenty (20) day temporary tag, the cost of which may be charged to the ordering agency.

58. **LATER MODEL YEAR VEHICLE OFFERS:**

The State will consider any offer(s) made by awarded vendors to identical later model year vehicles beyond 2010 of the same make, model and options at the same, or lower basic vehicle pricing. However, the State reserves the right to reject any such offer(s).

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59. **CERTIFICATE OF ORIGIN:**

The following documents must be included with each vehicle at time of delivery:

- A. The Certificate of Origin
- B. Title Application
- C. Odometer Mileage Certification

60. **SPECIFICATIONS REQUIREMENTS:**

All equipment listed in each specification must be standard OEM equipment normally offered to the general public.

61. **VEHICLE WARRANTY:**

Offerors are encouraged to submit their best **OEM Warranties** for each vehicle category, at no additional cost to the State. The length of the OEM warranty will be a factor in determining the lowest overall price to the State. **NOTE:** The offeror will have sole responsibility for **all** warranty issues, including the coordination of repairs for vehicle conversions such as, but not limited to, supplemental cooling systems, body defects, electrical problems, lighting systems, etc. It is to be understood the State will not coordinate a warranty repair that involves multiple parties such as a supplemental equipment provider, an installer/converter and the vehicle manufacturer/supplier. The awarded vendor will be the sole contact and coordinator of warranty repairs and service. Include length of time and/or mileage for "Bumper to Bumper and powertrain warranties, if available for each model submitted.

62. **LIFE CYCLE COSTING:**

The specifications contained in this proposal for State vehicles have been developed based on Life Cycle Cost Analysis, and will allow the State to realize the lowest total cost of ownership and operation over the useful life of the vehicles purchased. The following criteria will be used to determine the lowest overall cost to the State for vehicle categories based on a seven-year period, and it explains the approach to determine same. **The formula is Model Year Fixed Price + Total Fuel Cost + Total Maintenance - Resale Value = LCC. Information regarding Maintenance & Resale will be obtained using Kelly Blue Book. The fuel cost price will be the price at the time of the bid opening.**

63. **GLOBAL POSITION SYSTEM (GPS):**

All agencies/school districts, purchasing under this contract, are required to have installed GPS on the acquisition at the time of titling and maintain the monitoring throughout the life from the existing GSS contract or its subsequent replacement, [Vehicle Tracking System, Contract No. 06-555-AC](#). Agency/school district assets are to provide the information necessary to load the GPS/ asset data into the Fleet Anywhere System, maintained by Fleet Services. Fleet Services will offer non-revenue reservation opportunities to agencies with loaded assets, so asset usage can be maximized by agency/ district owned vehicles. Police sedans purchased by the Delaware State Police will not be required to install GPS equipment, but is available upon request.

The cost of the units and monitoring will be paid by the procuring agency/district. The system will be set for Fleet Services to monitor the vehicles, along with the agency, if desired.

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**I. INTRODUCTION:**

**A. PURPOSE:**

Government Support Services and other State of Delaware agencies will award a contract for 2010 model year or later trucks & vans. The contract award will be determined by the Office of Management and Budget, Government Support Services, in accordance with 29 Del. C. § 6924.

**B. GUIDELINES:**

Offerors proposal must respond to each and every requirement outlined in the RFP in order to be considered responsive. Proposals must be clear and concise.

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submission of proposals and prior to award for the purpose of obtaining best and final offers.

Negotiations may be conducted with responsible offerors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

**II. FORMAT FOR PROPOSAL:**

**A. INTRODUCTION:**

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each offeror must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

**B. COVER LETTER:**

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the offeror's ability to provide the services specified in the RFP.

The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Government Support Services.

**C. TABLE OF CONTENTS:**

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

**D. DESCRIPTION OF SERVICES AND QUALIFICATIONS:**

Each proposal must contain a detailed description of how the offeror will provide each of the services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the offeror will provide that are not mentioned in this RFP.

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E. NUMBER OF COPIES WITH MAILING OF PROPOSAL:

Insert Information copies of the Proposal shall be submitted in a sealed package clearly marked with the name of the offeror and labeled GSS09560TRUCKS/VANS. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. The remaining Insert Information copies do not require original signatures.

F. ADDENDA TO THE RFP:

If it becomes necessary to revise any part of this RFP, revisions in writing will be provided to all contractors known to have received a copy of the RFP. Potential offerors shall acknowledge in writing receipt of all amendments, addenda and changes issued in connection with this RFP by submitting an affirmative statement in the Proposal.

G. INCURRED EXPENSES:

The State will not be responsible for any expenses incurred by the bidder in preparing and submitting a proposal.

H. ECONOMY OF PREPARATION:

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the contractor's offer to meet the requirements of the RFP. DO NOT USE RING BINDERS.

I. RIGHT TO REJECT PROPOSALS/WAIVE OR CORRECT MINOR IRREGULARITIES:

The State reserves the right to withdraw this Request for Proposal, to reject any proposals, to waive minor irregularities in proposals or to allow the offeror to correct a minor irregularity if the best interest of the State will be served by doing so.

J. ADDITIONAL GUIDELINES:

- Write your company name on the label of the cd.
- **Do not make any changes to the electronic Excel file formats, including adding rows or columns, changing column headers, and inputting text in numeric fields. Comments made on the spreadsheets will be ignored. The excel grids will be locked so that data can be input but format changes cannot be made. Do not submit PDF files.**
- Enter all information directly into the relevant Excel spreadsheet cells in "number" (two place decimal), not "currency" or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$10.00 should be entered as "10.00".) Prices must be: in US Dollars; valid for a minimum of **90 days** from the date of submission.
- Enter "n/a" to indicate not available or "0" if there is no charge. Cells left blank will be interpreted as a "no bid".

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- Save your changes under the same filename. Print hard copies of each spreadsheet to accompany your bid.

### III. **SCOPE OF WORK:**

#### A. **OVERVIEW:**

The Contractor(s) shall provide all materials and labor to satisfy the State of Delaware's need for 2010 Model Year or Later Trucks & Vans as described herein.

The services will require the Contractor(s) to partner with and cooperate with the ordering agency to make sure the State receives the most current state-of-the-art services.

#### B. **DETAILED REQUIREMENTS:**

**The requirements of this RFP are shown in Appendix A, attached, and made a part of the contract.**

#### **Key RFP Dates:**

| Activity   | Due Date                        |
|--|---------------------------------|
| RFP Availability to Suppliers  | October 26 – November 17, 2009  |
| Written Questions due  | No later than November 3, 2009  |
| Written Answers Distributed  | No later than November 4, 2009  |
| Proposals due (including pricing and signed non-collusion statement, signed cover letter, copies of cds) | November 17, 2009               |
| Public Proposal Opening  | November 17, 2009 at 1pm EDT    |
| Proposal Evaluation  | No later than November 30, 2009 |
| Supplier (s) Selection   | No later than December 11, 2009 |

#### C. **INQUIRES & QUESTIONS:**

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response. Any questions with regard to any aspect of this RFP should be e-mailed to [Hollylynn.ford@state.de.us](mailto:Hollylynn.ford@state.de.us), faxed to Hollylynn Ford at (302) 739-3779, or mailed to Hollylynn Ford at Office of Management & Budget, Government Support Services, 100 Enterprise Place Suite 4, Dover, DE 19904 and must be received on or before November 2, 2009. All questions will be answered in writing and distributed to all suppliers by November 3, 2009. Inquiries should make specific reference to the sections and page numbers from this RFP, where applicable.

### IV. **PROPOSAL EVALUATION PROCEDURES:**

#### A. **BASIS OF AWARD:**

Government Support Services shall award this contract to the most responsible and responsive offeror who best meets the terms and conditions of the proposal. The award will be made on basis of price, product evaluation, and prior history of service and capability.

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Government Support Services reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware. The intent though is to award this contract to one (1) offeror.

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible offerors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

**B. REVIEW COMMITTEE:**

A group with expertise in procurement, contract management, budgeting, and technical operations will comprise the Review Committee.

**C. REQUIREMENTS OF THE OFFEROR:**

The purpose of this section is to assist the Review Committee to determine the ability of the organization to provide the services described in the application. The response should contain at a minimum the following information:

- \* Brief history of the organizations, including accreditation status, if applicable.
- \* Applicant's experience, if any, providing similar services. At least three references are required (See § 18 – Special Provisions).
- \* Brief history of the subcontractor of the organization, if applicable. At least three references of subcontractor, if applicable.
- \* Financial information (balance sheets and income statements) for the past three years.
- \* Describe the methodology/approach used for this project including a work plan and time line.

**D. CRITERIA AND SCORING:**

|    | <b><u>Evaluation Criteria</u></b>   |                      |
|----|---|----------------------|
|    |   | <b><i>POINTS</i></b> |
| 1. | Base Price.   | 50                   |
| 2. | Life Cycle Cost Analysis  | 25                   |
| 3. | The background, experience, reputation and years in business and references | 25                   |
| 4. | Options Pricing   | 50                   |
| 5. | OEM Warranty & brochures submitted for each vehicle                         | 50                   |
| 6. | Completeness of bid   | 25                   |
|    | <b>TOTAL SCORE</b>  | =====<br>225         |

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Review Committee members will assign up to the maximum number of points listed for each of the listed above. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Review Committee members.

V. **ATTACHMENTS:**

Appendix A - Scope of Work

Appendix B – Excel Spreadsheet

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**APPENDIX A**  
**SCOPE OF WORK DETAILS**

1. Detailed Requirements:
  - a. The vehicle Manufacturer's model name and/or model number shall be indicated in the proposal.
  - b. Standard solid exterior colors with standard interior trim shall be selected after the award is made unless otherwise indicated in the bid.
  - d. Each vehicle shall include all required equipment as listed in this specification unless deletion is listed in the bid.
  - e. The vehicle shall be new and of the model year indicated in the bid.
  - f. The specifications indicate MINIMUM requirements.
  - g. The vehicle shall include all genuine parts, accessories and equipment considered standard by the manufacturer for the vehicle offered by the offeror.
  - h. If items listed under Options are desired they must be specified by the Using Agency. These items shall not be furnished by the contractor unless specified in the specific agency Purchase Order.
  - i. Each vehicle shall be clean, lubricated and serviced ready for immediate service.
  - j. Each vehicle shall be protected to 20 degrees Fahrenheit below zero with permanent type antifreeze.
  - k. Each vehicle shall include 1/2 filled fuel tank(s) or 10 gallons whichever is less.
  - l. Each vehicle shall be free of dealer signs and emblems.
  - m. Each vehicle shall conform to the requirements of the Delaware Motor Vehicle Code.
  - n. The vehicle shall comply with all applicable Federal Motor Vehicle Safety Standards.
  - o. Each vehicle shall include the proper form to apply for Delaware Title and License including the original Manufacturer's Statement of Origin signed by the successful vendor and notarized. All title papers shall be properly executed and application for title shall indicate the name and address exactly as shown on the applicable Purchase Order.



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1. Detailed Requirements - (continued)

- p. Each vehicle shall **include** a copy of the manufacturer's service and standard warranty policy with all warranty verification vouchers, certificates or coupons. Bidder must provide any extended warranty program offers concerning pricing.
- q. At the time of vehicle delivery, the successful contractor shall furnish an original and three copies of the invoice which shall include the key number, vehicle color and Purchase Order Number.
- r. The successful contractor shall comply with the manufacturer's standard warranty, or authorize a qualified dealer in the locality in which the unit is assigned to do whatever is required to comply with the manufacturer's warranty.
- s. The successful contractor shall comply with the manufacturer's recommended pre-delivery service.
- t. The successful contractor shall submit at least two (2) copies of all service/technical bulletins recall notices or provide this information on-line to the Manager, Fleet Management, Office of Management and Budget, 100 Enterprise Place, Suite 4, Dover, DE 19904-8202. These documents shall be submitted on a continual basis to keep Fleet Management informed regarding improvements, changes and/or problems concerning State owned vehicles and their component parts.
- u. The ordering agency will inspect all vehicles prior to acceptance. It will be the responsibility of the delivering dealer to remove any vehicle rejected by the ordering agency within two (2) working days after notification, and return the vehicle to the ordering agency upon correction of deficiencies. Date in service will be the date the vehicle is accepted by the ordering agency, not the date of delivery.
- v. The State disclaims any liability for damage to vehicles not unconditionally accepted by the State.
- w. Unless otherwise indicated, all items requested in this specification for each vehicle which are listed in the manufacturer's specification book as standard or optional equipment shall be factory installed and operative. Vehicles delivered to the State in a condition considered to be below retail customer acceptance levels will not be accepted. Items which determine this acceptance level shall include, but not be limited to, the general appearance of the interior and exterior of the vehicle for completeness and quality of workmanship, lubrication and fluid levels, with any leaks corrected, mechanical operation of the vehicle and all electrical components operational. Allied equipment specified to be furnished and installed which is not available through the vehicle manufacturer shall conform to the best quality standards known to that particular industry, both product and installation.
- x. Vehicles delivered with rust proofing overspray on exterior of body, not including underside, or any part of vehicle interior including, but not limited to seat and shoulder belts, door panels, carpets and seats will not be accepted.

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- y. All electronic systems associated with the vehicle shall be protected against, and shall not cause interference to, the operation of the vehicle or the land mobile radio communications system when properly installed in the vehicle.
- z. Vendors must be aware that deliveries can be to any location statewide, not only to Fleet Services, Dover location. All vehicle deliveries shall be coordinated through the ordering agency. [Vendors shall call for delivery schedule at least 48 hours in advance.]
- aa. **Vehicle Delivery:** A vehicle may not be driven more than 200 miles from the awarded vendor's place of business to the ordering agency for inspection and receipt, or the vehicle shall not be accepted. A waiver can be requested through Government Support Services on special vehicles which require delivery to sub-contractors. If the awarded vendor uses a towing device to tow another vehicle to the inspection, the towing device may not be attached in a way that holes are drilled in the bumpers of the vehicles being towed. Drilling of holes in the vehicle bumpers is not permitted. Any bumper with damage caused by a towing device will be replaced by the awarded vendor at no charge to the State. If a vehicle is being towed by another vehicle, the vehicle being towed must have the drive shaft disconnected to eliminate unnecessary mileage.
- bb. Vehicles requiring installation of bodies, such as stake, platform, dump, utility, etc., shall be models which are advertised in the manufacturer's specification book and produced as cab and chassis or they will not be acceptable.
- cc. Pickup Trucks with snow plows being delivered to the ordering agency for inspection, are required to have the snow plow in the truck bed. Failure to do so will show cause for rejection of inspection.
- dd. All 4x4 vehicles will have automatic hubs unless otherwise indicated in the bid specifications.
- ee. Pickup truck bed caps requiring interior cargo light(s) shall be installed with an in-line fuse. All areas where the wiring emerges through the truck bed shall be insulated with grommets. Direct hot line wiring to the battery will not be accepted.

**When vehicles are purchased by Fleet Management, Delaware Department of Transportation, or the Department of Natural Resources and Environmental Control, the successful vendor shall call (302) 739-2277 (Fleet), (302) 760-2411 (Department of Transportation) or (302) 739-5297 (Department of Natural Resources and Environmental Control) for information regarding these items.**

2. **Required Equipment:**

The following items shall be supplied on all vehicles as required equipment, unless otherwise specified, and will not be included in the specifications for each individual vehicle.

- a. Lug wrench and jacks on all SUV's, Utility Wagons, Passenger & Cargo vans, Trucks up to and including 8,600 lbs. GVWR.

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- b. Interior light(s)
- c. Fresh air hot water heater and windshield defrosters.
- d. Dual electric windshield wiper, intermittent type system.
- e. Dual windshield washers including antifreeze type solvent.
- f. Inside rear view mirror day/night type.
- g. Seat(s) for driver and passenger(s).
- h. Dual sun visors and dual arm rests.
- i. Seat belts for driver and each passenger.
- j. Replaceable element oil filter.
- k. Front and rear license plate brackets mounted on all vehicles.
- l. Cigarette lighter (or Power Point receptacle is acceptable).
- m. AM/FM radio and antenna
- n. Back up lights
- o. Keys - **Four (4) working keys**
- p. Air Conditioning - Factory installed integral with heater and defroster.
- q. Air bags - Driver and passenger side front air bags
- r. Glass - Tinted all windows
- s. Exterior rearview mirrors - Standard for model, matched dual RH and LH, except low mount, when available.
- t. Spare tire - Mounted manufacturers Full Size spare.
- u. Brakes - Anti-Lock braking system
- v. Steering - Mfg. standard power assisted.
- w. Transmission - Manufacturer standard automatic for model quoted

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- x. Floor Mats - OEM mats on all SUV's, Utility Wagons and passenger vans.
- y. Daytime Running Lights - Standard for model bid.
- z. Any option that is available at no extra charge
- aa. Flexible fuel engine (FFV) - If available or otherwise stated in specifications.

3. Important Note:

Each unit and its components shall be completely assembled, serviced and ready for use when delivered to the ordering agency. Unless specified otherwise; any parts, components, equipment, controls, materials, features, performances, capacities, ratings or designs which are standard and/or necessary to form an efficient and complete working unit shall be furnished whether specifically required herein or not. Any item not specified herein but deemed necessary for the application shall be supplied and shall meet the Industry standards and practices, Federal Delaware Safety Standards and Regulations, and SAE and other applicable standards.

Unless specified otherwise, it is imperative that the bidder furnish any item (part, component, equipment, feature, control, material, performance, capacity, rating, design and/or accessory) included in manufacturer's standard or base vehicle covered under manufacturer's body code, make, model, and trim line noted on the price line bid whether explicitly specified herein or not and even if the item can be deleted using the manufacturer's delete option. Unless specified otherwise, the offeror shall not delete manufacturer's standard item using manufacturer's delete option or any aftermarket option. A CD changer included in manufacturer's standard vehicle for example, shall not be deleted even though the CD changer is not explicitly specified in the RFP and even if manufacturer's CD changer delete option is available for credit. **No exception shall be permitted to this requirement.**

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**Specification A**

|                |   |
|----------------|---|
| 1. Type        | Hybrid SUV<br>Ford Escape, Saturn Vue or approved equal |
| 2. Year        | New, 2010   |
| 3. Drive Train | All wheel Drive, Wheelbase 103"                         |
| 4. Engine      | Gas/Electric Hybrid, Four cylinder, 2.3 liter minimum   |
| 5. Fuel Tank   | 15 Gallon capacity minimum                              |
| 6. Passenger   | Minimum Five  |

**OPTIONS**

- Diagnostic Equipment CD- A troubleshooting program used to diagnose the vehicle maintenance codes. May substitute for internet download.

**Specification B**

|                  |   |
|------------------|---|
| 1. Type          | 4x4 Mid Size Utility Wagon<br>Dodge Nitro, Chevy Trailblazer, Ford Explorer or approved equal               |
| 2. Year          | New, 2010   |
| 3. Drive Train   | 4x4 Wheelbase 108"  |
| 4. Engine        | Gasoline, 6 cylinder, 3.7L Engine minimum   |
| 5. Fuel Tank     | Minimum 19 Gallon   |
| 6. Passenger     | Five  |
| 7. Towing        | Manufactured installed towing package, capable of adequately towing a gross trailer weight up to 5,000 lbs. |
| 8. Speed Control | Speed / Cruise Control required on this specification   |

**OPTIONS**

- Diagnostic Equipment CD

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**Specification C**

|                  |  |
|------------------|--|
| 1. Type          | 4x4 Full Size Utility Wagon  |
| 2. Year          | New, 2010  |
| 3. Drive Train   | 4x4 Wheelbase 109"   |
| 4. Engine        | Gasoline, 8 cylinder, 4.7L Flex Fuel Engine minimum  |
| 5. Fuel Tank     | Minimum 21 Gallon  |
| 6. Passenger     | Five   |
| 7. Towing        | Manufactured installed towing package, shall consist of, as a minimum Class IV Trailer hitch with 7-pin to 4-pin flat plug adapter, heavy-duty engine cooling, engine oil cooling and transmission cooling V8 flex fuel engine. Truck must be capable of adequately towing a gross trailer weight up to 8,000 lbs. |
| 8. Speed Control | Speed / Cruise Control required on this specification  |

**OPTIONS**

1. Diagnostic Equipment CD
2. Towing Mirrors

**Specification D**

|                    |   |
|--------------------|---|
| 1. Type            | Hybrid Pickup truck   |
| 2. Year            | New, 2010   |
| 3. Drive Train     | Rear Wheel Drive, Wheelbase 140", at least  |
| 4. Engine          | Gasoline, 6 cylinder, 6.0 liter min   |
| 5. Fuel Tank       | 26 gallon capacity approximately  |
| 6. GVW             | 7,000 lb minimum  |
| 7. Towing capacity | Manufacturer installed towing package, shall consist of as a minimum Class IV Trailer Hitch with 7-pin to 4-pin flat plug adapter heavy duty engine cooling engine oil cooling and transmission cooling V8 engine, Truck must be capable of adequately towing a gross trailer weight up to 5,000 lbs. |

**OPTIONS**

1. Diagnostic Equipment CD
2. 4 x 4

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**Specification E**

|                            |   |
|----------------------------|---|
| 1. Type                    | ½ ton pickup  |
| 2. Year                    | New, 2010   |
| 3. Drive Train             | 2 Wheel Drive min, Wheelbase 119"   |
| 4. Engine                  | Gasoline, 8 cylinder, 4.7 liter min, Flexible Fuel capable  |
| 5. Fuel Tank               | 26 gallon capacity approximately  |
| 6. GVW                     | 6000 lb min   |
| 7. Body                    | 6' min short bed  |
| 8. Transmission            | Automatic   |
| 9. Towing                  | Manufacturer installed towing package, shall consist of as a minimum Class IV Trailer Hitch with 7-pin to 4-pin flat plug adapter heavy duty engine cooling engine oil cooling and transmission cooling V8 engine, Truck must be capable of adequately towing a gross trailer weight up to 8,000 lbs. |
| 10. Daytime Running Lights | All vehicles supplied in this specification shall be equipped with Daytime Running lights.  |

**OPTIONS**

1. Regular Cab - Short Bed - 4 wheel drive
2. Regular Cab – Long Bed – 2 wheel drive
3. Regular Cab – Long Bed – 4 wheel drive
4. Extended Cab – Short Bed – 2 wheel drive
5. Extended Cab – Short Bed – 4 wheel drive
6. Extended Cab – Long Bed – 2 wheel drive
7. Extended Cab – Long Bed – 4 wheel drive
8. Crew Cab (4 door) – Short Bed – 2 wheel drive
9. Crew Cab (4 door) – Short Bed – 4 wheel drive
10. Crew Cab (4 door) – Long Bed – 2 wheel drive
11. Crew Cab (4 door) – Long Bed – 4 wheel drive
12. Trailer Tow mirrors
13. Electric Brake Controller
  - Shall be suitable to provide electric braking control of trailers with up to 2 axles. The controller shall be mounted to as not to interfere with entry, exit or driving of the vehicle.
14. Distance Measuring Equipment
15. Limited Slip /or anti spin differential
16. Power Windows / Power Locks / Power Mirrors
17. Towing Mirrors
18. Diagnostic CD

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**Specification F**

|                          |   |
|--------------------------|---|
| 1. Type                  | 3/4 ton pickup  |
| 2. Year                  | New, 2010   |
| 3. Drive Train           | Rear Wheel Drive, Wheelbase 133" min  |
| 4. Engine                | Gasoline, 8 cylinder, 5.4 liter min   |
| 5. Fuel Tank             | 30 gallon min   |
| 6. GVW                   | 8,500 lb min  |
| 7. Transmission          | Automatic   |
| 8. Towing                | Manufacturer installed towing package, shall consist of as a minimum Class IV Trailer Hitch with 7-pin to 4-pin flat plug adapter heavy duty engine cooling engine oil cooling and transmission cooling V8 engine, Truck must be capable of adequately towing a gross trailer weight up to 8,000 lbs. |
| 9. Daytime Running Lamps | All vehicles supplied in this specification shall be equipped with Daytime Running lights.  |

**OPTIONS**

1. Regular Cab – Long Bed – 2 wheel drive
2. Regular Cab – Long Bed – 4 wheel drive
3. Extended Cab – 6' minimum Short Bed – 2 wheel drive
4. Extended Cab – 6' minimum Short Bed – 4 wheel drive
5. Extended Cab – 8' minimum Long Bed – 2 wheel drive
6. Extended Cab – 8' minimum Long Bed – 4 wheel drive
7. Crew Cab (4 door) – 6' minimum Short Bed – 2 wheel drive
8. Crew Cab (4 door) – 6' minimum Short Bed – 4 wheel drive
9. Crew Cab (4 door) – 8' minimum Long Bed – 2 wheel drive
10. Crew Cab (4 door) – 8' minimum Long Bed – 4 wheel drive
11. Limited Slip/or anti spin differential
12. Distance Measuring Equipment
13. Trailer tow mirrors
14. Electric Brake Controller
  - Shall be suitable to provide electric braking control of trailers with up to 2 axles. The controller shall be mounted to as not to interfere with entry, exit or driving of the vehicle.
15. Diesel Engine



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- 16. Ladder Rack/Cab Guard (see Specs)
  - Fully adjustable heavy duty ladder rack installed.
  - 14-gauge steel tubing designed for loads up to 1000 lbs.
  - Quick-pin removable rear bar.
  - Ladder rack, a standard size Reading model PUL-6446 or equal.
  - Self-supporting cab guard constructed from 11-gauge expanded steel attached to overhead rack installed.
  - Cab guard, standard size Reading model CG-64L or equal.
  - Ladder rack and cab guard to match vehicle color.
  - Ladder rack and cab guard should have a five year limited warranty
- 17. Snow Plow Package to include the Factory Snow plow prep package (see Appendix A)
- 18. All Terrain 265/70Rx17E Black Sidewall tires
- 19. Power Windows / Power Locks / Power Mirrors
- 20. Diagnostic CD

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**Specification G**

|                          |   |
|--------------------------|---|
| 1. Type                  | 1 ton pickup  |
| 2. Year                  | New, 2010   |
| 3. Drive Train           | Rear Wheel Drive, Wheelbase 133" min  |
| 4. Engine                | Gasoline, 8 cylinder, 5.4 liter min   |
| 5. Fuel Tank             | 30 gallon min   |
| 6. GVW                   | 10,000 lb min   |
| 7. Transmission          | Automatic   |
| 8. Towing                | Manufacturer installed towing package, shall consist of as a minimum Class IV Trailer Hitch with 7-pin to 4-pin flat plug adapter heavy duty engine cooling engine oil cooling and transmission cooling V8 engine, Truck must be capable of adequately towing a gross trailer weight up to 8,000 lbs. |
| 9. Daytime Running Lamps | All vehicles supplied in this specification shall be equipped with Daytime Running lights.  |

**OPTIONS**

1. Regular Cab – Long Bed – 2 wheel drive
2. Regular Cab – Long Bed – 4 wheel drive
3. Extended Cab – 8' minimum Long Bed – 2 wheel drive
4. Extended Cab – 8' minimum Long Bed – 4 wheel drive
5. Crew Cab (4 door) – 6' minimum Short Bed – 2 wheel drive
6. Crew Cab (4 door) – 6' minimum Short Bed – 4 wheel drive
7. Crew Cab (4 door) – 8' minimum Long Bed – 2 wheel drive
8. Crew Cab (4 door) – 8' minimum Long Bed – 4 wheel drive
9. Dual Rear Wheels
10. Limited Slip /or anti spin differential
11. Distance Measuring Equipment
12. Trailer tow mirrors
13. Diesel Engine
14. Ladder Rack/Cab Guard (see Specs)
  - Fully adjustable heavy duty ladder rack installed.
  - 14-gauge steel tubing designed for loads up to 1000 lbs.
  - Quick-pin removable rear bar.
  - Ladder rack, a standard size Reading model PUL-6446 or equal.
  - Self-supporting cab guard constructed from 11-gauge expanded steel attached to overhead rack installed.
  - Cab guard, standard size Reading model CG-64L or equal.
  - Ladder rack and cab guard to match vehicle color.
  - Ladder rack and cab guard should have a five year limited warranty
15. Snow Plow Package to include the Factory Snow plow prep package (see appendix A)
16. All Terrain 265/70Rx17E Black Sidewall tires

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- 17. Power Windows / Power Locks / Power Mirrors
- 18. Diagnostic CD

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**Specification H**

|                           |   |
|---------------------------|---|
| 1. Type                   | ¾ ton Cargo Van   |
| 2. Year                   | New, 2010   |
| 3. Drive Train            | Rear Wheel Drive, Wheelbase 135" min  |
| 4. Engine                 | Gasoline, 8 cylinder, 5.3 liter min   |
| 5. Fuel Tank              | 30 gallon min   |
| 6. GVW                    | 8,500 lb min  |
| 7. Interior               | Vinyl Seats/front passenger area vinyl flooring   |
| 8. Transmission           | Automatic   |
| 9. Towing                 | Manufacturer installed towing package, shall consist of as a minimum Class IV Trailer Hitch with 7-pin to 4-pin flat plug adapter heavy duty engine cooling engine oil cooling and transmission cooling V8 engine, Truck must be capable of adequately towing a gross trailer weight up to 8,000 lbs. |
| 10. Suspension            | Manufacturers Standard Heavy Duty Package   |
| 11. Rear Doors            | Double rear doors w/glass panels.   |
| 12. Curb Doors            | Double w/glass panels   |
| 13. Daytime Running Lamps | All vehicles supplied in this specification shall be equipped with Daytime Running lights.  |

**OPTIONS**

1. Ladder Rack
  - a. Heavy Duty Ladder Rack Installed
  - b. High Strength Round or Square tubular steel construction
2. Extended Length Body
3. Steel bulkhead with lockable door
4. Racks & Bins Package
5. Full Length Vinyl Flooring
6. Second Row Seat
7. Back-up Alarm
8. Diagnostic Equipment CD

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**Specification I**

|                           |  |
|---------------------------|--|
| 1. Type                   | Large eight (8) passenger vans   |
| 2. Year                   | New, 2010  |
| 3. Drive Train            | Rear Wheel Drive   |
| 4. Engine                 | Gasoline, 8 cylinder, 5.3 liter Flex Fuel  |
| 5. Interior               | Vinyl Seats/vinyl flooring   |
| 6. Transmission           | Automatic  |
| 7. Suspension             | Manufacturers Standard Heavy Duty Package  |
| 8. Rear Doors             | Double rear doors w/glass panels.  |
| 9. Curb Doors             | Double w/glass panels  |
| 10. Fuel Tank             | Manufacturers standard   |
| 11. Daytime Running Lamps | All vehicles supplied in this specification shall be equipped with Daytime Running lights. |
| 12. Speed Control         | Speed / Cruise Control required on this specification                                      |

**OPTIONS**

1. Cloth Seats / Carpet Floors
2. Rear Window Defrost
3. Cruise Control
4. Running Boards (Door Length on Driver, Full Length Passenger)
  - a. To be Manufacturer installed when available. Please note in your bid package if Manufacturer installed or after market installed.
5. Back-up Alarm
6. Diagnostic Equipment CD

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**Specification J**

|                           |  |
|---------------------------|--|
| 1. Type                   | Large fifteen (15) passenger vans  |
| 2. Year                   | New, 2010  |
| 3. Drive Train            | Rear Wheel Drive   |
| 4. Engine                 | Gasoline, 8 cylinder, 5.4 liter min  |
| 5. Interior               | Vinyl Seats/vinyl flooring   |
| 6. Transmission           | Automatic  |
| 7. Suspension             | Manufacturers Standard Heavy Duty Package  |
| 8. Rear Doors             | Double rear doors w/glass panels   |
| 9. Curb Doors             | Double w/glass panels  |
| 10. Fuel Tank             | Manufacturers standard   |
| 11. HVAC                  | Front & Rear Heater/Air Conditioner  |
| 12. Daytime Running Lamps | All vehicles supplied in this specification shall be equipped with Daytime Running lights. |
| 13. Speed Control         | Speed / Cruise Control required on this specification                                      |

**OPTIONS**

1. Cloth Seats / Carpet Floors
2. Running Boards (Door Length on Driver, Full Length Passenger)
  - a. To be Manufacturer installed when available. Please note in your bid package if Manufacturer installed or after market installed.
3. Rear Window Defrost
4. Back-up Alarm
5. Manufacturer Installed Class III Tow Package
6. Towing Mirrors
7. Diagnostic Equipment CD

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**Specification K**

|                          |  |
|--------------------------|--|
| 1. Type                  | ¾ Ton Chassis Cab  |
| 2. Year                  | New, 2010  |
| 3. Drive Train           | Rear Wheel Drive, Cab to axle CA 60"   |
| 4. Engine                | Gasoline, 8cyl. Min.   |
| 5. GVW                   | 11,400 minimum   |
| 6. Transmission          | Automatic  |
| 7. Suspension            | Shall be equipped with Manufacturers Extra Heavy Service Suspension package    |
| 8. Daytime Running Lamps | All vehicles supplied in this spec. shall be equipped w/Daytime Running Lights |
| 9. Cooling System        | Heavy duty engine cooling, oil cooler and transmission cooler required         |

**OPTIONS**

1. Extended Cab
2. Crew Cab
3. Diesel engine
4. ON/OFF Road rear tires
5. Trailer Tow package w/electric Brake controller
  - Electric brake Controller shall be suitable to provide electric braking control of trailers with up to 2 axles. The controller shall be mounted as not to interfere with entry, exit or driving of the vehicle.
6. Diagnostic CD.

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**Specification L**

|                          |  |
|--------------------------|--|
| 1. Type                  | 1 Ton Chassis Cab  |
| 2. Year                  | New, 2010  |
| 3. Drive Train           | Rear Wheel Drive, Cab to axle CA 60"   |
| 4. Engine                | Gasoline, 8cyl. Min.   |
| 5. GVW                   | 16,000 minimum   |
| 6. Transmission          | Automatic  |
| 7. Suspension            | Shall be equipped with Manufacturers Extra Heavy Service Suspension package    |
| 8. Daytime Running Lamps | All vehicles supplied in this spec. shall be equipped w/Daytime Running Lights |
| 9. Cab                   | Regular Cab  |
| 10. Wheels               | Minimum shall be dual rear wheel   |

**OPTIONS**

1. Extended Cab
2. Crew Cab
3. Diesel engine
4. ON/OFF Road rear tires
5. Trailer Tow package w/electric Brake controller
  - Electric brake Controller shall be suitable to provide electric braking control of trailers with up to 2 axles. The controller shall be mounted as not to interfere with entry, exit or driving of the vehicle.
6. Diagnostic CD.
7. Heavy duty engine cooling engine, oil cooling and transmission cooling, required.



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**Specification M**

|                      |  |
|----------------------|--|
| 1. Type              | Wheel Chair Accessible Mini Van  |
| 2. Year              | New, 2010  |
| 3. Engine            | Gasoline, Six cylinder, 3.0 liter,<br><i>Flexible Fuel Engine if available</i> |
| 4.. Fuel Tank        | 18 gallon capacity approximately   |
| 5. Window/door locks | Power with keyless remote entry for door                                       |
| 6. Passenger         | Minimum  |

Wheel Chair Accessible two (2) wheelchair

Wheelchair accessible mini-van conversion (Braun Entervan, or approved equal). *Any conversion other than Braun must be noted in the vendors bid package.* Mini-van shall be configured to accept one forward facing wheelchair positioned behind the driver's seat and a bench seat behind the wheelchair position. The front passenger seat shall be easily removable and able to accept an additional wheelchair position. Entrance shall be on passenger side, with a mechanical manual ramp assisted by a gas-shock. Vehicle shall include all necessary equipment to secure two wheelchairs. Vehicle shall also be equipped with fold down seat that can be used when there is no wheelchair secured behind the drivers' seat. Any conversion van quoted will meet all ADA standards and requirements.

Quotations need to include a price list of all available optional equipment.

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**Specification N**

|     |                                   |   |
|-----|-----------------------------------|---|
| 1.  | Type                              | Raised Roof Van, 3/4 ton, GVWR 9400 lbs minimum   |
| 2.  | Year                              | New, 2010   |
| 3.  | Body                              | Cargo van, Glass Windows all Around   |
| 4.  | Wheelbase                         | 138.0" minimum  |
| 5.  | Engine                            | Gas, V8, Standard for model   |
| 6.  | Battery                           | Standard for model quoted w/AC  |
| 7.  | Alternator                        | 135 amp alternator minimum  |
| 8.  | Tires (4)                         | Standard size tubeless radials for model quoted, all season tread.  |
| 9.  | Color                             | One standard color to be selected by ordering agency.   |
| 10. | Suspension                        | Standard for GVW  |
| 11. | Shock Absorbers –<br>Front & Rear | Standard for GVW  |
| 12. | Rear & Curb Side<br>Doors         | Double rear doors w/glass panels with rear window<br>Defroster*, standard curb side door with glass panels. |
| 13. | Windows                           | Factory vented window package (17W)   |
| 14. | Speed Control                     | Speed / Cruise Control required on this specification   |

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**Option Package #1 of 3:**

The State of Delaware Wishes to purchase a cargo van(s) with ADA approved wheelchair lift for the transportation of two (2) wheelchair passengers and four (4) ambulatory passengers, or ten (10) ambulatory passengers. This van is to be maximum length vision van chassis, current model, and under standard production by the vehicle manufacturer. This vehicle must meet all federal and state regulations to operate. The van modifier shall be ISO 2001 registered and an approved Quality Vehicle Modifier by the Ford Motor company.

Prior to delivery, the vehicle shall be completely serviced. The service shall include all inspections and test normally performed by the chassis manufacturer for quality control and component function. The final inspection and road ready servicing shall be performed by the delivering chassis dealer.

The following shall indicate "minimum" chassis requirements. All parts, safety features, accessories, and all equipment considered standard whether mentioned herein or not, shall be required.

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**CHASSIS SPECIFICATIONS**

1. Upgrade to a minimum 9400 GVWR
2. Engine Cooling System – heaviest duty radiator with a coolant recovery
3. Brakes – heaviest duty hydraulic braking system standard option
4. Tires & Wheels – tires (5) OEM factory standard tread radial 16”
5. Alternator – minimum 135 AMP capacity 12 volt system
6. Battery – Maximum cranking AMP battery offered by the chassis manufacturer
7. Horn – electric
8. Floor covering, rubber front and rear – No cloth.
9. Suspension System - heaviest duty package offered by the chassis manufacturer
10. Rust Proofing - five (5) year rust through warranty on the supplied chassis
11. Instruments & controls - Speedometer, amp meter, oil pressure, battery, and fuel gauges, high beam indicator light, heater, A/C, defroster controls in the drivers reach, intermittent wipers, AM/FM stereo radio with a clock, drivers sun visor, inside day night rearview mirror, outside 6 x 9 low mount mirrors, cross view mirror mounted in the rear, back-up alarm system, overhead storage for driver.
12. Hub caps - factory supplied (4)
13. Exterior color - standard solid color to be determined prior to ordering
14. Driver seat - the driver's seat shall be fully padded, high back, contoured bucket style, easily sliding forward and backward, heavy duty construction, with an OEM factory certified 3-point shoulder harness. It shall meet federal FMVSS code 302. The driver seat shall also have a Plexiglas shield behind it with the seat fully extended back and have all edges covered so that there are no exposed sharp edges/corners.
15. Heating & air conditioning - front heater, defroster, shall have the maximum BTU rating supplied from the chassis manufacturer front air conditioning is to be the highest out-put with a minimum BTU rating of 15,000 BTU.

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**CHASSIS SPECIFICATIONS- Cont**

16. **Heating and Cooling** - A front air conditioner/heater/defroster is to be supplied - the unit is to be factory supplied and shall have the maximum BTU rating available.
  - i. Rear heater – An auxiliary heater shall be provided for the comfort of the passengers. This heater shall be floor mounted and offer 50,000 Btu. This unit must be installed out of the way of any passenger traffic.
  - ii. Rear air-conditioning – A ceiling-mounted high-output cooling system with three-position speed control shall be installed for passenger comfort. This evaporator shall offer a minimum 35,000 Btu of cooling (Carrier EM-7). An after-market condenser shall also be added to the system. This condenser shall be a 2-fan unit (Carrier CM-2), mounted in the skirt on the driver side of van. These components shall work in conjunction with the OEM compressor.
17. **Interior compartment** - NO EXCEPTIONS - length from 6" above floor at the rear edge of the drivers seat base to rear door must be 146" minimum width from 6" above the floor at the "c" pillar to the left side interior wall must be 69" minimum.
18. **Floor mats** - front vinyl or rubber
19. Keys - five (4) complete sets minimum
20. Safety equipment - first aid kit and fire extinguisher must be mounted inside of van and a set of triangular reflectors must come with the van.
21. Handicap Decal - placed on rear of vehicle.
22. Interior 6 x 16 view mirror.

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A. LIFT

The wheelchair lift shall be Braun Model NL9171B or approved equal (any exception must be noted in the bid package) and shall be compliant with Federal Motor Vehicle Safety Standards 403 & 404. The design shall be of box frame construction providing rigidity without depending on the vehicle body for reinforcement and lift alignment. The frame and platform design shall have been tested to a minimum static load of 3000#. The lift shall have 1100# tested lift capacity and an 800# continuous lifting capacity.

The power supply shall be an electric hydraulic system operating dual cylinders. The hydraulic power pack shall have an easy-to-fill translucent pump reservoir allowing for visual fluid level checking. The hydraulic power pack shall be mounted inside the frame structure of the lift, maximizing floor and seating space. This hydraulic system shall be of a flow-controlled gravity-down design requiring no limit switches or bypass valves to stop the downward travel of the platform. There shall be no power-down operation. The operation of the unit shall provide a smooth, jerk-free ride in both up and down directions. The switch box for lift operation shall be on one-hand operation design made of durable ABS plastic. Color-coded rocker switches shall be required and permanently stamped with the appropriate function legends. All telescoping slide tube assemblies shall incorporate UHMW bearings and guides designed for easy replacement in the field. All splices shall be soldered and sealed and capsulated with heat shrink tubing.

The bridge plate forming the bridge between the platform and vehicle floor when the platform is at floor level position, shall be constructed of a slot-and-key hinge design and have a non-skid surface, providing a maintenance free environment. All bridge plate and lever assemblies shall be of bolt-on design for each in-field replacement.

The platform shall be of steel construction and the surface be of see through grating allowing for improved visibility and safer use in inclement weather. The platform shall have a wheelchair passageway width of 33" and a length of 51". The sides of the platform shall be a minimum of 4 1/4" high, measured at platform surface to assure lateral security of the wheelchair. The platform shall have a bolt-on detachable feature allowing for longer platform retrofits in the field. The platform shall also incorporate a 3" adjustable leveling feature allowing field adjustment.

The platform shall be electrically folded and unfolded and fully-automatic in operation. The mechanical procedure shall be separate from the up/down function of the lift. No hydraulic or hydraulic actuated mechanical system shall be used in the fold/unfold cycle of the lift. This actuator shall be designed to be quickly removed in the event of a power failure allowing the operator to manually fold and unfold the platform. The platform shall allow both inboard and outboard facing of wheelchair and mobility aid users.

The roll stop shall be automatic in operation and a minimum of 8" high measured from the platform surface. The automatic roll stop (ARS) shall be powered activated and not activated by complex mechanical linkage. The ARS must be activated in the full up position before there is any vertical movement of the outer end of the lift platform. The ARS must not deploy until the outer end of the platform touches the ground. Roll stops which require vertical platform movement to engage are not acceptable. The use of an ARS that can be disengaged by the lift operator when the platform is above the ground plane is not acceptable. The ARS shall exceed all ADA requirements.

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The outer boundaries of the platform shall be clearly marked for proper placement of the wheelchair.

A manual back-up system shall be provided to ensure operation of the lift in case of electrical failure. The back-up system shall provide a reliable means of manually raising and lowering the lift while occupied. The back-up pump shall be integrated with the hydraulic power pack system such that not hydraulic line or fittings are required for fluid transfer.

Dual handrails shall be provided to add security and convenience. These handrails shall be of bolt-on design, 1 1/4" minimum 30" in height, minimum of 8" in length, and withstand a 100# force in any direction including vertical.

All lift components shall be finished with a baked-on powder coating, which will meet salt spray test of 1000 hours, to provide corrosion resistance and a long service life.

Wheelchair Securement Location Decal - each vehicle shall contain a sign(s) which indicates the location in which the wheelchairs should be placed. Every wheelchair location requires a securement location decal. Characters on this sign shall have a width-to-height ratio between 3:5 and 1:1 and a stroke width-to-height ratio between 1:5 and 1:10 with a minimum character height (using an upper case "X") of 5.8" with wide background either light-on-dark or dark-on-light.

**B. RAISED ROOF CONVERSION**

A fiberglass roof cap with at least one tinted sliding glass window and 75" minimum center aisle height is required. A collapse-resistant steel roll-over cage design to resist shear is required. Roof shall be able to withstand static load test equaling the total gross of the vehicle and be compliant with FMVSS 220. A certificate certifying this must be provided with the bid package. The roof shall have a smooth finished interior liner to fiberglass or approved equal. An all-steel roof conversion is not acceptable, however a roof conversion utilizing a metal alloy with weight characteristics to fiber glass is acceptable. A roof liner shall be provided to molded fiberglass; vinyl clad metal sheeting or painted metal sheeting.

**C. SEATING**

Passenger seats shall be designed for maximum adult comfort and shall accommodate (4) ambulatory adults and (2) wheelchairs plus driver. Seating shall be Braun 125 Fold-A-Way Series or prior approved equal. All seats shall be forward facing when serving ambulatory passengers and fold against the wall when space is required for wheelchair passengers. As a forward facing ambulatory seat, each seated position shall be a minimum of 17" wide and 17" deep. Seat bottom cushion shall employ a spring suspension system, shall be contoured front to rear and channeled to provide both lateral and front to rear stability and comfort. The seat back cushion shall measure a minimum of 17", shall provide lumbar support and utilize channeling to aid lateral stability. A minimum of 26" hip to knee room shall be provided. Vinyl covers shall be a transportation grade expanded vinyl.

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All metal components shall be coated with powder coating system capable of meeting the following tests:

|                     |               |            |
|---------------------|---------------|------------|
| Salt Spray          | 1000 hrs      | ASTM D117  |
| Humidity Resistance | 1000 hrs      | ASTM D2247 |
| Impact Resistance   | to 160 in-lbs | ASTM D2794 |

All testing is to be performed on a 24 ga. Bonderite 1000 panels that are electro statically sprayed at a costing thickness of 1.8 to 2.2 mils. Certified test documents are required.

In the folded position, seat must fit firmly against the bus wall and extend into the bus no further than 9 1/4" installed at 90 degrees to maximum space for wheelchair loading positioning. Maximum allowable wall clearance shall be 1 1/2" for seat cushion in folded down position.

All seats shall be equipped with seat belts that may be tightened for adults or children. All seats shall face forward and have a storage area under the seat. Seating must also meet FMVSS 208, the new guidelines

**Q-8100-A1 QRT Deluxe Retractable Securement System**

**Features:**

Heavy duty automatic retractors for tie down belts  
Steel dual tensioning knobs on all retracting tie downs  
Hard cover case to protect belts not in use  
Self-tensioning tie down belts are interchangeable (front, back, left or right)  
Quick and easy "J" style speed hooks  
Easy to use red tension release levers  
Braun Model #19459A Retractable belt kit for wheelchair restraint.

**D. BODY**

The body structure shall be built as an integral unit. All interior panels shall be riveted, welded or fastened to the body frame. All exterior joints and seams shall be protected by the application of corking compound, zinc chromed type, butyl rubber type or approved equal. Before assembling, all metal parts shall be given a through anti corrosion treatment. Interior surfaces of body panels and posts which are covered by trim shall be given protection against corrosion also.

**E. DOORS - FRONT ENTRANCE DOOR & LIFT DOORS**

Entry door shall be the Braun APD Transit door system. The transit door system (APD) shall be a manufactured door system consisting of aluminum door panels, reinforced by aluminum extrusions for structural strength. All door hinges should be stainless steel construction. The passenger entry/lift access door system shall be contained in stainless steel doorjamb, welded to the vehicle.



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The main service entrance door (front, curbside) shall be equipped for mechanical operation from the driver's seat, using a handle and bar assembly. Door assembly must have locking provisions from inside the van. Reinforcement bracing shall be installed in door panel to adequately support bar assembly.

The door shall be a single leaf (panel) "transit style" (i.e., non-OEM/van) door of consistent width dimension from top to bottom, 86 inches high (nominally), and 26 inches wide (nominally – exclusive of door opening mechanism). Door adjustment shall sufficiently prevent opening past perpendicular (90 degrees) to the extent that body/door damage might otherwise result. Windows (FMVSS safety glass) shall be provided in the top and bottom portions of the entry door.

The front service entrance shall have at least two interior steps below floor level. No outside steps will be allowed. The bottom step may protrude (flare out) a few inches from the body to meet dimensional requirements, however, all steps must be enclosed by the door and stepwell sides. The bottom step must be enclosed by rubber trim. The bottom step shall not be, or constitute a safety hazard. Each step shall be 26 inches (nominal) in width, and have at least a 9-inch tread depth. Risers shall not have more than a 9-inch rise. All step tread

surfaces shall be covered with an anti-slip, fire resistant, ribbed rubber material at least three-sixteenths inch thick. The rubber covering shall be permanently bonded to the metal step surfaces and shall be properly sealed to prevent moisture penetration. Step edges shall be marked with a yellow safety nosing.

This system will also provide double, hinged (curbside) lift access doors to facilitate access to the wheelchair lift. The doors shall provide a clear vertical opening of 69 inches and an opening width of 42 inches. Each door shall further possess a single upper window (FMVSS safety glass). In addition, each door shall utilize a gas cylinder assist to simplify door opening/closing. These cylinders also act to secure the doors in the fully open position. All necessary structural modifications needed to support this door opening shall be equal or better than that used for the roof extension, and the basic vehicle's structural integrity shall not be compromised in any way.

**F. INTERIOR LIGHTING**

Interior shall be illuminated so as to provide a minimum of 12' - candles of illumination measured at 36" above the floor over each two-passenger cross seat. Lights shall operate with or without engine running. Front door step well light shall be mounted and wired to light when front door is open.

**G. INTERIOR**

Wall covering shall be ABS textured and form fitted gray plastic. All interior panels, materials and treatment shall be flame retardant and treated to be easily cleaned. One stanchion post shall be provided at the entrance door and at the left rear of the step well and another provided immediately to the right of the step well.

**H. INSULATION**

Inside wall and ceiling shall be adequately insulated to prevent condensation with fiberglass blanket, 3" thickness and 1.5 density.

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I. FLOORING

Sub floor shall be a minimum of 3/4" thick and be covered with black ribbed transit-style flooring. All edges are to be properly sealed to prevent entrance moisture that could cause building, ply separation, or material failure. Flooring to be used in the aisles and on the entrance way. Steps are to be covered with 3/16" ribbed step threads. Step edge shall be marked in white.

J. SPARE TIRE

Tires are to be provided and mounted, covered and locked to the exterior side of rear door.

K. DELIVERY

The delivery location will be identified at the time of order. All vehicles are to be delivered with manufacturers Certificate of Origin, Odometer statement, and original invoice so that the unit may be immediately registered.

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**OPTION PACKAGE #2 of 3:**

Raised Roof with bus doors and configured for 14 passengers.

**OPTION PACKAGE #3 of 3: Raised Roof w/Wheelchair lift and COT Fastener system**

**A. Raised Roof**

The standard roof shall be removed and replaced with a fiberglass raised roof. The raised roof shall be completely joined and be an integral part of the basic chassis. The new top must be completely sealed with an anti-fungus sealant and offer a 75" minimum center aisle height. The roof shall contain a collapse-resistant steel rollover cage consisting of 1" x 1" tubular steel frame. The steel frame must consist of no less than five (5) horizontal stringers and three (3) longitudinal members. The raised roof shall be insulated to prevent heat loss in cold weather, and cool air in hot weather with a 1-1/2" fiberglass blanket. The interior of the roof shall be a smooth-finished one-piece seamless fiberglass liner, not less than 1/16" in thickness.

The roof conversion shall meet the Federal Motor Vehicle Safety Standard No. 220 (Part 571, Section 220-1, 41 Federal Register 3874, January 27, 1976). Certification of compliance with the requirements of FMVSS 220 of the vehicle roof shall be provided in writing, with the bid documents.

In addition, a latching overhead driver storage box shall be included, providing a minimum 4,000 cubic inches of storage space.

**B. Lift Access Doors (modified OEM side cargo doors)**

The OEM (Ford) side cargo door will be modified to provide a minimum of 58" head clearance and provide a minimum 43" opening width. These doors shall be securely attached to the vehicle and shall not leak water. When in the full open position, the doors shall be equipped with a device to prevent doors from closing when the lift is in motion. The extended portion of the door shall be constructed of 11 gauge steel. The extended door frame shall have vertical members constructed of 16 gauge steel and the horizontal members constructed of 11 gauge steel. All components are to be of welded construction.

**C. Lift**

An interior-mounted wheelchair lift shall be installed at the side cargo door location. Wheelchair lift shall be designed and installed to meet FMVSS 403 and 404, and ADA requirements. Acceptable wheelchair lift models include the Braun Century series NCL917IB-2.

**D. Sub-floor/Floor Covering**

Sub-flooring shall be a minimum 3/4" thick exterior grade A-C, plywood securely fastened to the under structure. The floor covering shall be wall-to-wall, fire resistant, slip resistant, transit quality ribbed rubber securely bonded to the sub-floor with waterproof type adhesive. All joints shall be the butt-cut type and properly sealed. Floor coloring shall be black.

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### **Stanchion**

A padded vertical stanchion, a minimum 1-1/4" in diameter, shall be provided at the rear of the lift. This stanchion shall be mounted in both the floor and structural members of the raised roof. A padded, vinyl-covered modesty panel shall also be provided.

### **E. Seating**

The OEM supplied driver and front passenger seat shall be the fully padded, contoured bucket type of heavy-duty construction. The seat shall be vinyl covered and easily adjusted forward and backward without the use of tools.

Passenger seating shall be fully padded construction with vinyl covering. The covering shall be of a heavy-duty transportation grade gray vinyl. Seats shall offer spring suspension systems. Seating shall be compliant with FMVSS 208, providing 3-point restraint at each location. The seats shall be installed as shown in the attached diagram. (2) 2-passenger forward facing fold-away seats, and (1) 1-passenger forward facing fold-away seat – installed on the driver side of vehicle. At least 8 inches of knee room shall be provided from the edge of one seat to the back of the seat in front. Acceptable seating includes Braun Seating Generation 5 Seating (FMVSS 208 compliant).

### **F. Wheelchair Stations/Tie-downs (3)**

The conversion shall be designed to accommodate up to three forward-facing wheelchair securement positions. No obstructions shall hinder a wheelchair from being rolled into place.

A minimum of one wheelchair station shall have a clear floor area of 30" width and 48" in depth. Not more than 6" of required clear floor space may be accommodated for footrests under another seat provided there is a minimum of 9" from the floor to the lowest part of the seat overhanging the space.

A four point track/belt tie-down system shall be provided at each wheelchair station to securely hold the wheelchair in a forward facing position. Each system shall include the following components: four separate belts (self-contained - automatic tensioning and adjustment) and two lengths of aluminum flanged L-series track (track may be shared with the position either fore or aft) with all necessary buckles, hardware fittings and other parts to make it a complete wheelchair securement system. Floor tracks shall be securely welded to the OEM floor.

A three-point restraint system consisting of a retractable lap and shoulder belt combination shall be provided for each wheelchair station. Belt connection around wheelchair occupant shall be button release and comply with all federal and state motor vehicle safety standards and regulations.

Acceptable systems include the Q'Straint QRT Deluxe system.

### **G. Cot Fastener System**

A Ferno model 175-3 cot fastening system shall be included with the conversion. This system shall be installed per manufacturer's instruction, with input from the Hospital.

### **H. Heating and Cooling**

- A front air conditioner/heater/defroster is to be supplied - the unit is to be factory supplied and shall have the maximum BTU rating available.
- Rear heater – An auxiliary heater shall be provided for the comfort of the passengers. This heater shall be floor mounted and offer 50,000 Btu. This unit must be installed out of the way of any passenger traffic.

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- Rear air-conditioning – A ceiling-mounted high-output cooling system with three-position speed control shall be installed for passenger comfort. This evaporator shall offer a minimum 35,000 Btu of cooling (Carrier EM-7). An after-market condenser shall also be added to the system. This condenser shall be a 2-fan unit (Carrier CM-2), mounted in the skirt on the driver side of van. These components shall work in conjunction with the OEM compressor.

#### **I. ADA Decals**

- Wheelchair Securement Location - Each vehicle shall contain signs, which indicate the location for wheelchair securement. Every wheelchair location requires a securement location decal.
- Priority Seating Sign - Each vehicle shall contain a sign, which indicates that seats in the front of the vehicle are priority seats for persons with disabilities. These seats shall be made available for those with disabilities who wish to use them.

#### **J. Safety Equipment:**

- Fire extinguisher – A fire extinguisher of the dry chemical type with a minimum 5# capacity, shall be located in an easily accessible position to the driver, but remain out of the way of entering and exiting passengers.
- First Aid Kit – A first aid kit (minimum 10 units) shall be furnished and accessibly located in the driver's area.
- Reflector Kit – Three portable warning reflectors, mounted on stands shall be furnished and mounted in an accessible location.
- Back-up Warning Device - A back-up warning device shall be installed at the rear (exterior) of the van, and shall be readily audible outside the vehicle when the transmission is in reverse.
- Drive Shaft Guard - A drive shaft guard shall be supplied that completely encircles the drive shaft, and would prevent it from touching the ground in case of shaft failure (guards required front and rear).

#### **Western Pro Uni-mount snow plow or approved equal.**

Note: Any exceptions must be stated on exception page.

#### **Specifications**

##### **A. Blade Assembly**

1. Moldboard - 11 or 12 ga. Steel formed to a 14-1/2" to 15" radius
2. Ribs - Six 7 ga. Hot rolled formers or seven flame cut ribs welded to sheet and top and bottom and reinforcing angles.
3. Cutting edge - 3/8" high carbon steel C1080 or C1090 with grade 5 or higher carriage bolts .
4. Disc Shoes - Two full rotation, height adjustable, Ausstempered Ductile Iron shoes with integral 1" diameter shaft secured to blade with one inch pins. OR two heavy duty cast steel full swivel shoes with 18 Sq. Inches of pavement contact with equivalent attachment.
5. 45-50 degree full trip blade trip.
6. Trip springs - three 2-3/8" OD x .378 -.393 diameter C1060 hard drawn stress relieved wire pre-loaded with 5/8" x 6" eyebolts
7. Blade trip pivot - three 5/8" grade 5 steel bolts in reinforced holes or two 27/32 diameter pins in reinforced holes
8. Blade guides - two highly visible, vinyl coated spring steel reinforced markers red or yellow in color.

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9. Plow angling - 30 degrees right and left.
10. Plow size shall be 7 ½ feet.

B. A-Frame

1. Reinforced electrically welded 3/8" x 2-1/2" structural steel side members with integral attachments for angling rams to receive 5/8" diameter or larger pins
2. Lift Chain - Grade 43, 25" or grade 43, 36" long high test steel with 2600# working load limit attached with grade 8 bolts or u-bolts with dual lift chains
3. A-Frame - to mount attachment shall be at least 22" with 1-1/32" holes in at least 3/4" steel
4. Plow stand/jack- self storing and adjustable to ease mounting of plow to truck with 1/2" spring lock storage pin

C. Quadrant

1. Electrically welded, reinforced 3/8" x 2-1/2" x 2" or larger structural steel angle with integral attachments for angling rams to receive 5/8" - 3/4" diameter bolts.
2. A-Frame to Quadrant Angle Pivot - 5/8" - 3/4" diameter grade 5 bolt

D. Lift

1. Lift unit to have provision for attachment of out front hydraulics and light kit
2. Lift channel - formed 7 ga. Steel
3. Link Arm - attached to truck mount by 3/4" 3-1/4" grade 5 rivet or 5/8" x 5-1/2" grade 5 bolt & locknut. Quick attachment to lift frame by pin and hairpin cotter.
4. Lift Frame - two 3/8" x 2-1/2"x 2" angle or 5/16" plasma cut plates reinforced with 1/4" stiffeners Revised.

E. Mount

1. Custom designed, electrically welded, structural steel mounting readily adaptable to truck frame.
2. It shall be attached to truck frame with Grade 5 minimum fasteners.
3. Mount - shall meet federal motor vehicle safety standards
4. Hitch pins - two 1" diameter x 3-1/2" or 1" x 6-3/4" spring loaded with loop handles and hairpin cotters for quick attachment to truck mount or 4 similar pins to allow removal of entire plow and hydraulics or just the plow alone.

F. Paint

1. Plow blade shall be cleaned with phosphate and have baked-on red safety powder coating.
2. A-Frame; Quadrant; Lift shall be shot blasted and have baked-on black powder coating.

G. Hydraulics

1. Electric solenoid activated and detachable with lift.
2. Front mounted hydraulic unit consisting of a fixed gear pump with 1699 to 2500 PSI relief, direct tang driven by a 4 to 4-1/2" DC motor.
3. Pump with filter screen shall be immersed in the reservoir of the cast aluminum combination reservoir and lift ram housing
4. Valve manifold shall contain three side mounted and covered solenoid cartridge valves, cushion relief valves set at 3500 to 4200 PSI, and a quill adjustment screw to adjust blade drop speed.
5. One 1-1/2" x 6" or 1-1/4" x 8" lift ram and two 1-1/2" x 10" angling rams with a "V" packing gland, a wiper ring and an adjustment nut

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6. Hydraulic hoses shall be 1/4"
7. Hydraulic unit shall be controlled by a single lever in-cab control or touch pad equipped with and on/off switch and indicator light. Control can be mounted on floor or dash.
8. In-cab control shall be connected to valve manifold and to the motor through an auxiliary 12 volt relay with harness. Power and control harness to have quick disconnects and covers at the grill or equivalent.
9. Control shall allow plow to be in float when lowered and also be able to angle left or right when in float.
10. Unit shall be grounded to negative circuit of vehicle.
11. Hydraulic fluid shall be standard automatic transmission fluid OR yellow hydraulic fluid containing de-icing agents for low temperature operation.
12. Cycle times: lift, 2 seconds, Angle 4 seconds
13. Hydraulic unit shall be able to stay with plow if disconnected.

H. Light Kit

1. Rectangular or elliptical dual beam halogen headlamps plus combination park and turn signals
2. Vehicle specific pre-wired harness with plug-in module requiring no headlamp wire splicing.
3. Plow and vehicle lights selected through relay system.
4. Heavy duty flasher (when required)
5. Mounting brackets
6. FMVAA 108 compliance for lights
7. Lights and mounting bracket capable of staying with disconnected plow.

I. Plow-removal

1. Blade assembly, A-frame, quadrant, lift with hydraulic unit & lights all to be capable of being removed in one step from truck as one complete unit.

**PROPOSAL REPLY SECTION**

**CONTRACT NO. GSS09560TRUCKS/VANS**

**2010 Model Year or Later Trucks & Vans**

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the contract number to Government Support Services by November 13, 2009, 1:00 pm EST at which time bids will be opened.

**Proposals shall be submitted to:**

**State of Delaware  
Government Support Services  
Contracting Section  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202**

**PUBLIC PROPOSAL OPENINGS**

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the offeror(s), not to serve as a forum for determining the apparent low offerors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

After receipt of a fully executed contract(s), the Delaware public and all offerors are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

**NOTE: ONLY THE OFFEROR'S NAME AND ADDRESS WILL BE READ AT THE OPENING**



STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET  
GOVERNMENT SUPPORT SERVICES  
CONTRACTING SECTION  
100 ENTERPRISE PLACE, SUITE 4  
DOVER, DELAWARE 19904-8202

NO PROPOSAL REPLY FORM

**CONTRACT #** GSS09560TRUCKS/VANS    **CONTRACT TITLE:** 2010 Model Year or Later Trucks & Vans

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Offeror's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- \_\_\_\_\_ 1. We do not wish to participate in the proposal process.
- \_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 3. We do not feel we can be competitive.
- \_\_\_\_\_ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.  
\_\_\_\_\_
- \_\_\_\_\_ 5. We do not wish to sell to the State. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 6. We do not sell the items/services on which Proposals are requested.
- \_\_\_\_\_ 7. Other: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_ We wish to remain on the Offeror's List **for these goods or services.**

\_\_\_\_\_ We wish to be deleted from the Offeror's List **for these goods or services.**

**CONTRACT NO.:** GSS09560TRUCKS/VANS  
**TITLE:** 2010 Model Year or Later, Trucks & Vans  
**OPENING DATE:** Insert Date of Bid Opening

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned offeror has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Government Support Services.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid including all specifications and special provisions.

**NOTE:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Government Support Services.

COMPANY NAME \_\_\_\_\_ Check one)  

|                          |             |
|--------------------------|-------------|
| <input type="checkbox"/> | Corporation |
| <input type="checkbox"/> | Partnership |
| <input type="checkbox"/> | Individual  |

NAME OF AUTHORIZED REPRESENTATIVE  
(Please type or print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE  
LICENSE NUMBER \_\_\_\_\_

| COMPANY<br>CLASSIFICATIONS:<br>CERT.<br>NO. _____ | (circle one)   |        | (circle one)  |        | (circle one)   |        |
|---|--|--------|---|--------|--|--------|
|   | <u>Women</u><br><u>Business</u><br><u>Enterprise</u><br><u>(WBE)</u> | Yes No | <u>Minority</u><br><u>Business</u><br><u>Enterprise</u><br><u>(MBE)</u> | Yes No | <u>Disadvantaged</u><br><u>Business</u><br><u>Enterprise</u><br><u>(DBE)</u> | Yes No |

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:  
(COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**AFFIRMATION:** Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

**THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED**

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_



## **State of Delaware**

### **Office of Minority and Women Business Enterprise Certification Application**



#### **Complete application and mail to:**

Office of Minority and Women Business Enterprise (OMWBE)  
Haslet Armory  
122 William Penn Street  
Dover, DE 19901  
Telephone: (302)739-4206 Fax: (302)739-1965  
Email: [deomwbe@state.de.us](mailto:deomwbe@state.de.us)  
Website: [www.state.de.us/omwbe](http://www.state.de.us/omwbe)

## Important Information Please Read!

### Is my firm eligible?

A minority and/or women owned business (sole-proprietorship, partnership, corporation or joint venture) must meet the following criteria:

- a) Minority groups include: African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, and Subcontinent Asian Americans.
  - b) At least 51 percent owned, controlled and actively managed by minority group members or by women.
  - c) Serving a for profit business with “useful business functions.”
- An out-of-state company must first **be certified in its home state** before it can be considered for certification in Delaware. This must be a state-level certification, if available.
  - There is no fee for processing your application. In addition, free assistance is available. If you have questions about the application or your company’s qualifications, call (302)739-4206.
  - If your business is certified by **Delaware Department of Transportation (DelDOT) City of Wilmington, Minority Supplier Development Council (MSDC), Women Business Enterprise National Council (WBENC) and located in Delaware**, there is a specialized shortened application. You must also attach a copy of your certification and mail all documents to the OMWBE.
  - Also, please note that it is extremely important to provide other certifying agency documentation. This can expedite the certification process.

### **Document Request checklist**

- Unless otherwise indicated, copies of documents are sufficient.
- **Any deficiency may delay the certification process.**
- **Certification generally takes four to six weeks.**
- **An on-site visit.** *(The OMWBE office may schedule an on-site visit once the completed application and appropriate supporting documentation have been received).*

| <b>Documents to attach to your application</b>   | <b>Sole Prop</b> | <b>Part/ LLP</b> | <b>Corp/ S-Corp</b> | <b>LLC</b> | <b>OMWBE Use</b> |
|--|------------------|------------------|---------------------|------------|------------------|
| Notarized Minority and Women Business Enterprise Affidavit form  | <b>Yes</b>       | <b>Yes</b>       | <b>Yes</b>          | <b>Yes</b> |                  |
| Copy of birth certificate, permanent resident card, passport or tribal memberships   | <b>Yes</b>       | <b>Yes</b>       | <b>Yes</b>          | <b>Yes</b> |                  |
| Last two years of your firm's tax returns (gross receipts). If not available, last two years W2 and/or 1099 forms for all owners, directors, officers and senior management. | <b>Yes</b>       | <b>Yes</b>       | <b>Yes</b>          | <b>Yes</b> |                  |
| Copy of MBE/WBE certification from home state, if company headquarters are not in Delaware. (must be a state level certification, if available)                              | <b>Yes</b>       | <b>Yes</b>       | <b>Yes</b>          | <b>Yes</b> |                  |
| Copies of any relevant licenses, certificates of training and degrees held by the company or its owners/employees  | <b>Yes</b>       | <b>Yes</b>       | <b>Yes</b>          | <b>Yes</b> |                  |
| Partnership Agreement, including any amendments, buy-out rights as well as any profit sharing arrangements   |                  | <b>Yes</b>       |                     |            |                  |
| Articles of Incorporation with all amendments  |                  | <b>Yes</b>       |                     |            |                  |
| Minutes of the last annual shareholders meeting  |                  | <b>Yes</b>       |                     |            |                  |
| By-laws and By-law Amendments  |                  | <b>Yes</b>       |                     |            |                  |
| Copy of most recent Stock Ledger   |                  | <b>Yes</b>       |                     |            |                  |
| Copy of Certificate of Organization  |                  |                  |                     | <b>Yes</b> |                  |
| Copy of Operating Agreement  |                  |                  |                     | <b>Yes</b> |                  |

## **Delaware Minority and/or Women Business Enterprise Certification**

### **Certification Application**

The following is the application for Minority and/or Women Business Enterprise (MWBE) certification with the State of Delaware. All questions must be answered. Please type or print clearly.

### **Questions that do not apply to your firm should be marked N/A in the space provided.**

The Affidavit on page 14 must be signed and notarized by a Notary Public. Faxed copies of the Affidavit will only be accepted if the notary seal has the stamped seal with the expiration date visible. Otherwise, mail the original Affidavit with the raised seal to our office.

Please return the completed application with signature and required notarization to the address below:

**Office of Minority and Women  
Business Enterprise  
Haslet Armory  
122 William Penn Street  
Dover, DE 19901**

**Phone: (302) 739-4206**

**Fax: (302) 739-1965**

**Web site: [www.state.de.us/omwbe](http://www.state.de.us/omwbe)**

### **Definitions**

#### **Minority and/or Women Business Enterprise**

A Minority and Women Business Enterprise is a business that is at least 51 percent owned, controlled and actively managed by minority and/or women group members who are United States citizens or persons lawfully admitted to the United States for permanent residence.

The business must be a for-profit business and currently be performing a useful function.

**Minorities** – United States citizens or permanent residents who are African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, Subcontinent Asian Americans, or as defined herein:

**African (Black) Americans.** All persons having origins from any of the Black groups of Africa and all persons having origins in any of the original peoples of the Cape Verde Islands.

**Asian/Pacific Americans.** All persons having origins from any of the original peoples of the Far East, Asia, or the Pacific Islands, including China, Japan, Korea, Samoa, Philippine Islands, and Hawaii. Guam, the U.S. Trust Territories of the Pacific or the Northern Marinas.

**Hispanic Americans.** Persons having origins from any of the Spanish-speaking peoples of México, Puerto Rico, Cuba, Central or South America, or the Caribbean Islands.

**Native Americans.** All persons having origins from the original peoples of North America and who are recognized as Native Americans by a tribe or tribal organization.

**Subcontinent Asian Americans.** All persons whose ancestors originated in India, Pakistan or Bangladesh.

**Certification** - A determination by the OMWBE that a for-profit business entity is a Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE).

## Definitions

### Ownership

The minority or woman ownership interest in the firm must be real, substantial and continuing and shall go beyond the pro forma ownership of the business as reflected in its ownership documents. The minority and women owners shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their ownership interest as demonstrated both by an examination of the substance and form of arrangements.

### Control

Control will be exemplified by possession of the requisite knowledge and expertise to run the particular business. Control includes the authority to determine the direction of a business, including but not limited to capital investments and all other financial transactions; property acquisitions; day-to-day decisions; contract negotiations; legal matters; selection and hiring of officers, directors, and employees; operating responsibility; cost-control; income and dividend matters; and the rights of other shareholders or partners.

The minority and/or women owners must hold the highest officer position in their companies, example chief executive officer or president.

The minority and/or women must demonstrate that they possess the experience, expertise and knowledge to operate their particular types of business.

Expertise limited to office management, administration, or bookkeeping functions unrelated to the principal business activities of the company is insufficient to demonstrate control. Women and/or minority owners must also verify that they hold any licenses or certification required by the type of business in which they are engaged.

## Definitions

**Minority Business Enterprise (MBE)** - A for profit business in which at least 51% of the beneficial ownership interest and control are held by a minority or minorities. In the case of a corporation, minorities must hold at least 51% of voting interest.

**Minority & Women Business Enterprise (MWBE)** - A for-profit business in which at least 51% of beneficial interest and control is held by minority women or by an equal combination of minorities and women. In the case of a corporation, women and minorities must also hold at least 51% of voting interest.

**Women Business Enterprise (WBE)** - A for-profit business in which at least 51% of beneficial interest and control is held by women. In the case of a corporation, women must also hold at least 51% of the voting interest.

### Useful Business Function

A useful business function is one, which results in the provision of materials, supplies, equipment or services to consumers in the State. A business acting as a conduit to transfer funds to a non-minority business does not constitute a useful business function unless doing so is a normal industry practice.

### Benefits of Certification

Current certified minority and/or women owned firms are eligible to be listed in the State of Delaware Directory of Minority and Women Owned Businesses which is circulated to all state and local government agencies.

### Recertification

At the ends of three years from original certification date, firms must submit the recertification affidavit to remain actively visible in the State of Delaware's Minority and/or Women Business Enterprise database.

## Eligibility

A minority and women owned business (sole-proprietorship, partnership, corporation or joint venture) must meet the following criteria:

- a) Belong to a minority group: African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, and Subcontinent Asian Americans. *(Please reference above definitions)*
- b) At least 51 percent owned, controlled and actively managed by minority group members or by women.
- c) Serving a for profit business with "useful business functions." *(Please reference above definitions)*

**Reasons for denial** *(please note the below may include but not be limited to)*

- a) A business located in a state other than Delaware must first obtain state-level certification in its home state, if such certification is available. "Home state" is defined as the state the company's headquarters are located.
- b) All securities, which constitute ownership and/or control of a corporation for the purpose of establishing it as a MWBE, must be held directly by minorities or women. No securities held in trust, or by a guardian for a minor, shall be considered as held by a minority or women in determining the ownership or control of a corporation.
- c) If the business operations do not reflect the ownership shown on paper.

- d) Firm is not a for-profit business
- e) Firm has provided false or misleading information
- f) Control will not be deemed to exist in cases of simple majority or absentee ownership, or when a non-minority/non-female owner or employee of the firm is disproportionately responsible for its operation.
- g) The firm shall not be subject to any formal or informal restrictions through, for example through, by-laws provisions, partnership agreements, or charter requirements for cumulative voting rights or otherwise that prevents the minority and women owners, without the cooperation or vote of any owner who is not a minority or women for making a business decision of the firm.
- h) If the owners of the firm who are not minorities or women are disproportionately responsible for the operation of the firm, then the firm is not controlled by minorities and shall not be considered as MWBE within the meaning of the definition. Where the actual management of the firm is contracted out to individuals other than the owner, those person who have the ultimate power to hire and fire the managers, can, for the purpose of this
- i) The certification application was submitted incomplete.



## How to Apply

- Applications and additional information are available by calling the Office of Minority and Women Business Enterprise at (302) 739-4206 or visiting the web site [www.state.de.us/omwbe](http://www.state.de.us/omwbe)
- Complete an application for certification and provide required documentation (ethnic status of minority owner(s), financial records, on-going business activity, etc.)
- Provide access to its business facilities and key personnel for state certification on-site visit.

## WHERE TO APPLY:

Submit completed applications to:  
Office of Minority and Women Business Enterprise  
Haslet Armory  
122 William Penn Street  
Dover, DE 19901

## Frequently Asked Questions

Q: Does certification cost money?

A: No

Q: Are there any set asides for MWBEs?

A: No

Q: Does my certification expire?

A: At the end of three years from original certification date.

Q: Will I be notified of all procurement opportunities?

A: No, however, the OMWBE will continue to research bid opportunities and assist in your effort. We are consistently working on ways to improve communication but strongly encourage you to visit the respective resources.

Q: What is the best way to communicate with the OMWBE?

A: Email. Please check your email daily for procurement opportunities.

Q: Do I have to register with any other agency?

A: Yes. There are multiple agencies that have their own bidders list. Please check OMWBE's web site for each respective agency. For example, Government Support Services and the Department of Technology and Information have vendor registration processes.

State of Delaware Minority and/or Women Business Enterprise Application  
*All completed applications must be returned with the appropriate requested documents listed.*

**Please type or print clearly**

OMWBE use only: Application Date:

Mail application to:  
Office of Women and Minority Business Enterprise  
Haslet Armory  
122 William Penn Street  
Dover, DE 19901

If you have any questions regarding the completion of this application, please contact us at (302) 739-4206.

**Note – This section must be filled out in its entirety for the application to be processed.  
Incomplete applications will not be processed.**

|  |                               |                                 |                                      |                                |
|--|-------------------------------|---------------------------------|--------------------------------------|--------------------------------|
| <b>1. Business Name(s), Contact Information, Federal Employee Identification Number or Social Security Number(EIN/SSN)</b> |                               |                                 |                                      |                                |
| Legal Name of Firm:  |                               |                                 |                                      |                                |
| Doing Business As (If applicable):   |                               |                                 |                                      |                                |
| Federal E.IN or SSN:   |                               | E-Mail Address:                 |                                      |                                |
| Address line 1:  |                               |                                 |                                      |                                |
| Address line 2:  |                               |                                 |                                      |                                |
| City   |                               | State                           | Zip Code                             | Country                        |
|  |                               |                                 |                                      |                                |
| Telephone Number:  |                               | Extension:                      | Fax Number:                          |                                |
| Company Web Site Address:  |                               |                                 |                                      |                                |
| Corp <input type="checkbox"/>  | LLC* <input type="checkbox"/> | S Corp <input type="checkbox"/> | Partnership <input type="checkbox"/> | LLP** <input type="checkbox"/> |
| Sole Proprietor <input type="checkbox"/>   |                               |                                 |                                      |                                |
| Joint Venture <input type="checkbox"/>   |                               |                                 |                                      |                                |
| Date firm was established?   |                               |                                 |                                      |                                |
| Date firm began doing business (date of first contract or sale)  |                               |                                 |                                      |                                |

\* Limited Liability Corporation

\*\* Limited Liability Partnership

|  |  |               |             |                    |
|--|--|---------------|-------------|--------------------|
| <b>2. Primary owner applicant information</b>  |  |               |             |                    |
| Name:  |  | Title:        |             |                    |
| Home Address:  |  | City:         | State:      | Zip Code: Country: |
| Telephone Number:  |  | Extension:    | Fax Number: |                    |
| E-Mail Address:  |  |               |             |                    |
| Date owner acquired controlling interest?  |  |               |             |                    |
| Sex: <input type="checkbox"/> M <input type="checkbox"/> F                                   |  | Ethnic Group: |             |                    |
| U.S. Citizen or Permanent Resident: <input type="checkbox"/> No <input type="checkbox"/> Yes |  |               |             |                    |

|   |  |   |  |
|---|--|---|--|
| <b>3. Firm is applying as:</b>              |  |   |  |
| <b>Minority Business Enterprise</b>         |  | <b>Women Business Enterprise</b>            |  |
| <input type="checkbox"/> African American   | <input type="checkbox"/> Asian American  | <input type="checkbox"/> African American   | <input type="checkbox"/> Asian American  |
| <input type="checkbox"/> Hispanic American  | <input type="checkbox"/> Native American | <input type="checkbox"/> Hispanic American  | <input type="checkbox"/> Native American |
| <input type="checkbox"/> Subcontinent Asian | <input type="checkbox"/> Other           | <input type="checkbox"/> Subcontinent Asian | <input type="checkbox"/> White American  |
|   |  | <input type="checkbox"/> Other              |  |

|  |    |    |    |    |    |
|--|----|----|----|----|----|
| <b>4. Describe, in detail, what product(s) and/or services your business provides. Attach additional pages and/or the company's catalog or inventory list, if needed.</b>  |    |    |    |    |    |
|  |    |    |    |    |    |
| <b>5. Five digit North American Industry Classification System (NAICS) Code(s):</b><br><b>(To assist you in determining your NAICS Code(s) go to <a href="http://www.census.gov/naics">www.census.gov/naics</a>)</b> |    |    |    |    |    |
| 1.   | 2. | 3. | 4. | 5. | 6. |

|   |   |                                |
|---|---|--------------------------------|
| <b>6. Type of Business</b>                              |   |                                |
| <input type="checkbox"/> Building trade                 | <input type="checkbox"/> Manufacturer         | <input type="checkbox"/> Other |
| <input type="checkbox"/> Consultant                     | <input type="checkbox"/> Supplier             |                                |
| <input type="checkbox"/> Generalized service            | <input type="checkbox"/> Highway Construction |                                |
| <input type="checkbox"/> Licensed professional services |   |                                |

|   |              |                       |               |                  |
|---|--------------|-----------------------|---------------|------------------|
| <b>7. Provide the following information for: 1) all business owners, 2) corporate directors (if incorporated), 3) officers, and 4) senior management. If more space is needed, attach additional pages.</b> |              |                       |               |                  |
| <b>Name</b>   | <b>Title</b> | <b>Date Appointed</b> | <b>Gender</b> | <b>Ethnicity</b> |
| <b>Officers of the Company</b>  |              |                       |               |                  |
|   |              |                       |               |                  |
|   |              |                       |               |                  |
|   |              |                       |               |                  |
|   |              |                       |               |                  |
|   |              |                       |               |                  |
| <b>Board of Directors</b>   |              |                       |               |                  |
|   |              |                       |               |                  |
|   |              |                       |               |                  |
|   |              |                       |               |                  |
|   |              |                       |               |                  |

**8. Is any owner or board member of the business, an owner or former owner of another firm engaged in the same or similar type of enterprise?**

☐ No ☐ Yes (If yes, identity below)

**9. Are there any written, oral, or implied agreements between persons associated in any manner with the firm concerning its ownership and/or operation? (check one)** ☐ No ☐ Yes

**10. Please list the gross receipts of last two years**

|                  |                 |
|------------------|-----------------|
| (A) Year Ending: | Gross Receipts: |
|------------------|-----------------|

|                  |                 |
|------------------|-----------------|
| (B) Year Ending: | Gross Receipts: |
|------------------|-----------------|

**11. Number of employees**

Full time:

Part time:

Seasonal (approximate):

**12. List names and titles of persons who perform the following functions. If more than one, indicate what percent each person handles.**

|   | Name | Ethnicity | Gender |
|---|------|-----------|--------|
| Financial Decisions                                 |      |           |        |
| Estimating & Bidding                                |      |           |        |
| Negotiating & Contract Execution                    |      |           |        |
| Personnel Management                                |      |           |        |
| Field/Production Operations Supervisor              |      |           |        |
| Office Management                                   |      |           |        |
| Marketing/Sales                                     |      |           |        |
| Purchasing of Major Equipment                       |      |           |        |
| Authorized to Sign Company Checks (for any purpose) |      |           |        |

|   |      |          |
|---|------|----------|
| <b>13. Identify persons or firms who provide Legal, Accounting, and Banking services:</b> |      |          |
| <b>Attorney:</b>  |      | Contact: |
| Phone:  | Fax: | Email:   |
| Address:  |      |          |
| <b>Accountant:</b>  |      | Contact: |
| Phone:  | Fax: | Email:   |
| Address:  |      |          |
| <b>Bank:</b>  |      | Contact: |
| Phone:  | Fax: |          |
| Address:  |      |          |

|   |
|---|
| <b>14. If the business is a corporation or LLC, please list the following information:</b>  |
| a. Total shares authorized:   |
| b. Total shares issued to date:   |
| c. Are there any restrictions that limit the voting rights of ethnic minority group members, who are shareholders, within the By-laws or Articles of Incorporation, or any other documents? <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, please explain below) |
|   |

|  |      |        |
|--|------|--------|
| <b>15. List the three largest contracts or sales completed by the firm during the last three years. List each customer's name and company or organization, the dollar amount of each contract or sale, and the date completed. If any are subcontracts, provide the name of the firm to which you subcontracted.</b> |      |        |
| <b>1. Company or Individual:</b>   |      |        |
| Address, City, State:  |      |        |
| Phone:   | Fax: | Email: |
| Description & Amount:  |      |        |
| <b>2. Company or Individual:</b>   |      |        |
| Address, City, State:  |      |        |
| Phone:   | Fax: | Email: |
| Description & Amount:  |      |        |
| <b>3. Company or Individual:</b>   |      |        |
| Address, City, State:  |      |        |
| Phone:   | Fax: | Email: |
| Description & Amount:  |      |        |

**16. Has this firm or other firm(s) owned by any of its current owners or officers ever been denied certification by the OMWBE or any other certifying entity (check one)?** ☐ No; ☐ Yes *(If yes, provide the name of the certifying organization and the reason(s) given for denial, below. Attach copies of any relevant documents (letters, appeal documents, etc.).*

**17. Debarment**

**Is this company, or any other company owned in full or part by any of this company's owners and/or officers, currently debarred from doing business with the State of Delaware?** ☐ No; ☐ Yes.

**18. Is the Business certified as a M/W/BE with any other certifying agency? If yes, provide the name(s) of the certifying organization(s), below, and attach letters or other documents verifying such certification.**

☐ No ☐ Yes

| Name | Date Certified | Expiration Date |
|------|----------------|-----------------|
| a.   |                |                 |
| b.   |                |                 |
| c.   |                |                 |
| d.   |                |                 |
| e.   |                |                 |
| f.   |                |                 |

**19. How did you hear about the Office of Minority and Women Business Enterprise:**

|  |   |
|--|---|
| <input type="checkbox"/> OMWBE staff speak at an event sponsored by another organization | <input type="checkbox"/> OMWBE staff at a trade show or expo    |
| <input type="checkbox"/> OMWBE's web site  | <input type="checkbox"/> Materials published by OMWBE           |
| <input type="checkbox"/> Referred by another organization                                | <input type="checkbox"/> Referred by the owner of an MBE or WBE |
| <input type="checkbox"/> Delaware state employee   | <input type="checkbox"/> Other, please explain briefly:         |
|  |   |

## Optional Questions

You are not required to answer the following questions and the answers will not affect your company's eligibility for certification. However, the answers will help OMWBE to identify business opportunities that may be suited to your company. Answers may be estimated; exact figures aren't necessary.

|   |
|---|
| <b>For all companies</b>  |
| How many years has your company been conducting business with you as owner?   |
| How many contracts, subcontracts, and/or sales has your company completed during the last 12 months?  |
| What is the largest contract, subcontract, or sale your company completed in the past 24 months?  |
| Has your company done any business with government? <input type="checkbox"/> No; <input type="checkbox"/> Yes   |
| If yes, what level of government (check all that apply): <input type="checkbox"/> Federal; <input type="checkbox"/> State; <input type="checkbox"/> Local |
| Has your company done any business with government in the State of Delaware? <input type="checkbox"/> No; <input type="checkbox"/> Yes                    |
| Number of government contracts, subcontracts, or sales completed (estimate):  |
| <b>For Construction-Related Companies Only (not including suppliers of construction materials)</b>  |
| What is your company's bonding capacity? \$ (indicate "unknown" if you do not know)   |
| What % of your business is direct contracting?  |
| What % of your business is subcontracting?  |

**State of Delaware Minority and/or Women Business Enterprise Affidavit**

Hereafter, "the Business" refers to

---

Business Name

I understand the illegal nature of receiving public or private funds or other property as a consequence of false representation as to the minority status of the business and do herein certify under penalty imposed by Delaware statutes that the information provided is correct and said information herein may be used for the purposes of certifying the business as a Minority and/or Women Business Enterprise. Any false representation will be grounds for denying certification or initiating decertification in the future.

I agree to make available for inspection to the MWBE office any such materials that may be required to substantiate the degree of minority and women ownership and control of the business. I agree to arrange for on-site inspections of the business' facilities in order to verify information provided in this document.

I agree to provide written information relative to any future change in ownership and/or management of the business to the MWBE office within two weeks of the occurrence of the change. I acknowledge that failure to timely submit required change of status documentation might result in the decertification of the business.

I understand that the certification expiration is three years following the initial date of certification. I further understand that the business must apply for recertification prior to the expiration.

---

Type or Print Name of Owner

---

Signature of Owner

Date

---

Title

Subscribed and sworn to before me this \_\_\_\_\_ day of  
\_\_\_\_\_ a.d.

Month, Year

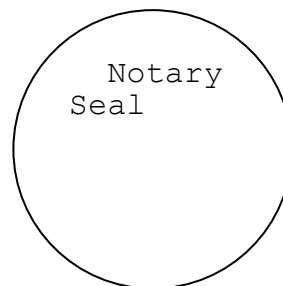
Signed \_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE

County of \_\_\_\_\_

State \_\_\_\_\_

My Commission Expires \_\_\_\_\_

Date





Insert Date

Delaware MEP  
400 Stanton-Christiana Road - Suite A-158  
Newark, DE 19713

To Whom It May Concern:

Government Support Services currently has the following procurement opportunity available and would appreciate your efforts in notifying Delaware companies who may be interested in reviewing the contract specifications and submitting a bid.

1. Contract Description: Insert Contract Name
2. Contact Person: Insert Contract Officer's Name  
Phone No. 302-857-
3. Contract No. Insert Contract Number
4. Bid Deadline: Insert Proposal Opening Date
5. Bid Opening Location: **Government Support Services, Contracting Section,  
100 Enterprise Place, Suite 4, Dover, DE 19904-8202. All bids must clearly  
display the contract number on the sealed envelope.**

Sincerely,

Insert Contract Officer's Name  
State Contract Procurement Officer